



APRIL - JUNE

# राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

पृष्ठ: 54

शिमला, शनिवार, 1 अप्रैल, 2006/11 चैत्र, 1928

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1 अप्रैल, 2006/11 चैत्र, 1928 को समाप्त होने वाले सप्ताह में निम्नलिखित विज्ञप्तियां 'असाधारण राजपत्र, हिमाचल प्रदेश' में प्रकाशित हुईं:—

विज्ञप्ति की संख्या	विभाग का नाम	विषय
संख्या वि० स०-विधायन-गवर्नमेंट-बिल/1-20/2006, दिनांक 29 मार्च, 2006.	हिमाचल प्रदेश विधान सभा सचिवालय	हिमाचल प्रदेश में यात्रियों तथा सामान पर कर लगाने का (संशोधन) अधिनियम, 2006 इसके अंग्रेजी पाठ सहित।
संख्या पंच-ऊना-निर्वाचन-7/2005-10942-11219, दिनांक 31 दिसम्बर, 2006.	कार्यालय उपायुक्त, ऊना, जिला ऊना	जिला परिषद् ऊना के निर्वाचित सदस्यों के नाम व पते बारे।

**भाग-1—वैधानिक नियमों को छोड़कर हिमाचल प्रदेश के राज्यपाल और हिमाचल प्रदेश हाई कोर्ट द्वारा अधिसूचनाएं इत्यादि हिमाचल प्रदेश हाई कोर्ट**

**NOTIFICATIONS**

*Shimla-1, the 21st March, 2006*

No. HHC/GAZ/14-48/74-VII-5323.—The result of Written Examination for Direct Recruitment to the cadre of District/Additional District Judges held on 24th and 25th December, 2005 is hereby published for information of all concerned.

By order,

Sd/-  
Registrar General.

**RESULT OF WRITTEN EXAMINATION OF THE DIRECT RECRUITMENT TO THE CADRE OF DISTRICT/ADDITIONAL DISTRICT JUDGES HELD ON 24TH AND 25TH DECEMBER, 2005**

Sl. No.	Name of the candidate	Roll No.	Paper-I Criminal Laws including Special Laws. (Marks obtained out of 200 marks)	Paper-II Civil Laws including local Laws of H.P. (Marks obtained out of 200 marks)	Paper-III Constitutional Law. (Marks obtained out of 200 marks)	Paper-IV General Knowledge including English Composition. (Marks obtained out of 200 marks)	Total marks obtained	Whether qualified for viva-voce or not
1	2	3	4	5	6	7	8	9
1.	Shri Rakesh Pal Singh	15	52	106	112	119	389	No
2.	Shri Pawen Kumar Sharma	16	22	52	67	99	240	No
3.	Shri Virender Singh	17	66.5	113	133	121	433.5	No
4.	Shri Baldev Singh	18	42	127	111	116	396	No
5.	Shri Mohan Lal Bragta	19	52	89	96	119	356	No
6.	Shri Navlesh Verma	20	37	129	81	143	390	No
7.	Shri Pawan Kumar Mattoo	21	61	91	90	100	342	No
8.	Shri Joginder Singh	22	04	03	04	01	12	No
9.	Shri Rajesh Kumar	23	44	85	99	114	352	No
10.	Shri Jagdeep Singh Guleria	24	60	116	81	103	360	No
11.	Shri Mahesh Kumar Gupta	25	13	108	83	116	320	No
12.	Shri Dinesh Kumar Sharma	26	49	119	83	114	365	No
13.	Shri Mohinder Chouhan	27	90	140	71	141	442	No
14.	Shri Bhupinder Singh Ahuja	34	52	111	50	90	303	No
15.	Ms. Sunita Sharma	35	18	96	75	95	284	No
16.	Shrimati Pratima Arora	37	94	140	121	128	483	No
17.	Shri Inder Pal Singh	38	53	85	77	127	342	No
18.	Shri Madan Gopal	42	38	139	82	112	371	No
19.	Shri Rajiv Tayagi	43	58	95	80	135	368	No
20.	Shri Madan Pal	44	20	63	45	99	227	No
21.	Shri Ashok Kumar Soni	45	71.5	95	100	118	384.5	No
22.	Shri Ramesh Kumar Srivastva.	46	95	120	117	117	449	No
23.	Shri Jeevan Prakash Gupta	48	40	119	61	120	340	No
24.	Shri Rajesh Kumar Kalra	51	72	87	92	123	374	No
25.	Shri Sudarshan Kumar Pandey.	53	35	122	62	105	324	No
26.	Shri Harvir Singh	54	53	72	109	133	367	No
27.	Shri Prabhash Kumar Jha	55	17	95	54	110	276	No
28.	Shri Sanjeev Kumar	57	36	45	45	77	203	No
29.	Shri Ramesh Chand Sharma	58	29	62	61	109	261	No
30.	Shri Jayender Singh	62	72	62	66	113	313	No
31.	Shri Sanjeev Rana	64	37	96	69	123	325	No
32.	Shri Jeet Ram	65	49	89	79	119	336	No
33.	Shrimati Rajvinder Sandhu	66	11	73	Absent	Absent	84	No
34.	Shri Dinesh Kumar Malhotra	67	13	71	61	103	248	No
35.	Shri Shakti Chand	73	36	55	89	95	275	No
36.	Shri Ram Krishan Khidta	74	31	79	70	110	290	No
37.	Shri Surinder Dass	75	42	92	72	113	319	No
38.	Shri Deepak Aggarwal	77	77	93	77	133	380	No
39.	Shri Surinder Singh Deshta	82	65.5	122	96	140	423.5	No
40.	Shrimati Monika Sharma	85	20	86	93	Absent	109	No
41.	Shri Sanjeet Kumar Singh	95	72	77	101	119	369	No
42.	Shri Dinesh Chander Sharma	96	53	83	36	95	267	No
43.	Shri Raj Kumar	97	46	90	41	86	263	No
44.	Shri Rajesh Kumar Arora	98	57	63	67	82	269	No
45.	Shri Ravinder Singh Kanwar	99	52	87	63	100	302	No



1	2	3	4	5	6	7	8	9
46.	Shri Vinod Kumar	101	84	124	124	138	470	No
47.	Shri Jitender Pal Singh Khurmi.	102	49	103	91	130	373	No
48.	Shri Vinod Kumar Mantoo	105	28	86	82	124	320	No
49.	Shri Sanjeev Kumar	106	111	108	122	144	485	No
50.	Shri Subhash Mehta	107	50.5	94	58	108	310.5	No
51.	Shri Jagdamba Prasad Bhatt	115	26	61	77	109	273	No
52.	Shri Jagmohan Singh	117	38.5	65	72	91	266.5	No
53.	Shri Mahesh Chander	118	30	113	87	126	356	No
54.	Shri Suresh Het a	122	90.5	119	105	146	460.5	No
55.	Shri Pramod Goyal	123	101	153	133	129	516	No
56.	Shri Tirath Ram Garg	126	43	106	110	116	375	No
57.	Shri Raj Paul Verma	127	18	119	53	128	318	No
58.	Shri Raj Bahadur Singh Chauhan	130	59.5	123	98	96	376.5	No
59.	Shri Vineet Garg	132	47.5	65	89	127	328.5	No
60.	Shri Rajesh Kumar Chandel	133	66	71	85	126	348	No

Sd/-  
(INDER SINGH),  
Addl. Registrar/ Superintendent,  
Examination Committee.

Sd/-  
(ARUNA KAPOOR),  
Registrar General/Secretary,  
Examination Committee.

Shimla-1, the 22nd/24th March, 2006

No HHC/GAZ/14-58/75-XII-5835.—The result of 47 Departmental Examination of the Civil Judges (Jr. Division) (Members of the Himachal Pradesh Judicial Service) held in December, 2005, is hereby published for information of all concerned as required under rule 2 read with rule 10 of the Himachal Pradesh Judicial Service Rules, 2004 and Regulation 17(xi) of the Himachal Pradesh Judicial Service (Departmental Examination) Regulations, 2004.

By order,

Sd/-  
Registrar General.

# RESULT OF 47TH DEPARTMENTAL EXAMINATION OF THE CIVIL JUDGES (JUNIOR DIVISION) HELD IN THE MONTH OF DECEMBER, 2005

Note.—‘WITH CREDIT (WC)’ means passed by obtaining 3/4th of the Maximum marks, ‘HIGHER STANDARD (HS)’ means passed by obtaining 2/3rd of the maximum marks, ‘LOW STANDARD (LS)’ means passed in the lower standard by obtaining 50% marks. ‘A’ means ‘Absent’ and ‘F’ means ‘Fail’.

Sl. No.	Name	Roll No.	Group-I Criminal Law (120 marks)	Group-II Civil Law (120 marks)	Group-B Revenue Law-I & Revenue Law-II (120 marks each 240 marks)	Group-C Accounts (160 marks)	Group-D Constitutional Law (100 marks)	Remarks
1	2	3	4	5	6	7	8	9
1.	Sh. Ranjeet Singh	950	—	84.5 (HS)	—	109 (HS)	—	
2.	Sh. Anceesh Garg	949	—	88 (HS)	—	—	—	
3.	Sh. Rajesh Chauhan	948	—	81.5 (HS)	—	—	—	
4.	Sh. Abhey Mandiyal	947	91 (WC)	—	—	65 (F)	72.5 (HS)	
5.	Sh. Sachin Raghu	946	—	70 (LS)	—	108 (HS)	34 (F)	
6.	Sh. Rajinder Kumar	945	—	80 (HS)	—	86 (LS)	—	
7.	Ms. Abira Basu	944	64 (LS)	69.5 (LS)	—	121 (WC)	—	
8.	Ms. Sapna Pandey	943	89 (HS)	72 (LS)	—	—	—	
9.	Sh. Partap Thakur	942	—	81 (HS)	—	—	—	
10.	Sh. Arvind Kumar	941	—	70.5 (LS)	—	—	—	
11.	Sh. Parvinder Singh	940	—	81.5 (HS)	—	—	—	
12.	Sh. Yajuvinder Singh	939	—	80.5 (HS)	—	—	—	
13.	Shri Hoshiar Singh	938	—	80.5 (HS)	—	—	70 (HS)	
14.	Shri Pankaj	937	—	76 (LS)+ 4=80 HS	—	—	—	
15.	Ms. Sheetal Sharma	936	95 (WC)	62 (LS)	—	—	69 (HS)	
16.	Shri Vivek Khenal	935	—	62 (LS)	69 } 135 66 } (LS)	83 (LS)	—	
17.	Shri Basant Lal Verma	934	60 (LS)	72 (LS)	—	62 (F)	68 (HS)	
18.	Shri Anil Sharma	933	90 (WC)	63 (LS)	—	107 (HS)	66.5 (LS)+ 0.5=(67 (HS)	
19.	Ms. Gurmeet Kaur	932	59 (F)	56 (F)	81 } 151 70 } (LS)	107 (HS)	12 (F)	

राजपत, हिमाचल प्रदेश, 1 अप्रैल, 2006/11 जून, 1928								
4	5	6	7	8	9			
1	2	3	4	5	6	7	8	9
20.	Shri Amit Mandyal	931	96 (WC)	81.5 (HS)	83 } 168 85 } (HS)	95(LS)	37.5 (F)	
21.	Shri Harmesh Kumar	930	—	—	80 } 147 67 } (LS)	—	—	
22.	Shri Gaurav Sharma	929	80 (HS)	74.5 (LS)	—	114(HS)	76.5(WC)	

Note.— 4 grace marks in Civil Law Paper and 0.5 grace marks in Constitutional Law Paper have respectively been awarded to S/Shri Pankaj (Sl. No. 14) and Anil Sharma (Sl. No. 18) in terms of decision of the Hon'ble Departmental Examination Committee dated 21-3-2006, thereby raising their total marks from 76 to 80 and 66.5 to 67 respectively. Hence, both the candidates have passed the respective papers in Higher Standard.

Sd/-  
(INDER SINGH)  
Additional Registrar/Superintendent.  
Departmental Examination Committee.

Sd/-  
(ARUNA KAPOOR)  
Registrar General/Secretary,  
Departmental Examination Committee.

हिमाचल प्रदेश सरकार		1	2	3
सिचाई एवं जन स्वास्थ्य विभाग				
अधिसूचनाएँ				
यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को अपने व्यय पर सार्वजनिक प्रयोजन के लिए नामतः* भूमि अर्जन करनी अपेक्षित है। अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिशेष में जैसा कि निम्न विवरणों में निदिष्ट किया गया है, उपरोक्त* प्रयोजन के लिए भूमि का अर्जन अपेक्षित है।			184/1	0 02 46
2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित हैं, या हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894 की धारा 4 के उपबन्धों के अन्तर्गत जारी की जाती है।			185	0 01 23
3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों, उनके कर्मचारियों और अधिकों को इलाके की किसी भी भूमि में प्रवेश करने और सर्वेक्षण करने तथा उस धारा द्वारा अपेक्षित अथवा अनुमत अन्य सभी कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।			190/1	0 02 03
4. अत्याधिक आवश्यकता को दृष्टि में रखते हुए राज्यपाल उक्त अधिनियम की धारा 17 की उप-धारा (4) के अधीन यह भी निदेश देते हैं कि उक्त अधिनियम की धारा-5 ए के उपबन्ध इस मामले में लागू नहीं होंगे।			193/1	0 01 42
*गांव डन, तहसील ज्वाली, जिला कांगड़ा में सिद्धाया मध्यम सिचाई परियोजना के निर्माण हेतु।			198/1	0 00 70
संख्या सिचाई 11-130/2005-कांगड़ा।			199/1	0 01 56
शिमला-2, 24 फरवरी, 2006.			299	0 01 44
विस्तृत विवरणों			314	0 02 24
जिला : कांगड़ा			315	0 01 95
तहसील : ज्वाली			316/1	0 01 38
गांव			317/1	0 02 38
अक्षरा नं०			322/1/1	0 00 20
क्षेत्र (हेक्टेयरों में)			322/2/1	0 00 36
1			322/3/1	0 00 96
2			323	0 00 48
3			324	0 01 43
4			326	0 01 72
5			349	0 02 97
6			350/1	0 01 60
7			362/1	0 01 71
8			363/1	0 01 12
9			365/1	0 03 00
10			441/1	0 01 28
11			442/1	0 01 14
12			443/1	0 06 73
13			445	0 02 74
14			503/1	0 02 60
15			504/1	0 02 16
16			505/1	0 01 64
17			516/1	0 00 88
18			518/1	0 08 28
19			547/1	0 04 37
20			593/2	0 01 10
21			594/1	0 00 74
22			595/1	0 01 32
23			601/1	0 02 88
24			613/1	0 03 70
25			614/1	0 02 76
26			619/1	0 02 60
27			628/1	0 07 29
28			629/1	0 02 79
29			632/1	0 01 45
30			633/1	0 01 67
31			658/1	0 01 69
32			659/1	0 03 13
33			707/1	0 01 62
34			708/1	0 01 76

1	2	3	तहसील : फतेहपुर
	719/1	0 01 38	*गांव बेली जट्टा, तहसील फतेहपुर, जिला कांगड़ा में गाहनहर परियोजना बायां किनारे के निर्माण हेतु।
	720/1	0 02 13	
	721/1	0 02 22	
	1676/1	0 01 38	मंख्या मिचौई 11-1/2006-कांगड़ा।
	731/1	0 03 89	शिमला-2, 27 फरवरी, 2006.

कित्ता .. 60 1 32 64

\*गांव मतलाहड़, तहसील ज्वाली, जिला कांगड़ा में सिद्धाया मध्यम मिचौई परियोजना के निर्माण हेतु।

मंख्या मिचौई 11-10/2006-कांगड़ा।

शिमला-2, 25 फरवरी, 2006

मतलाहड़	140/3	0 03 29
	146/1	0 04 60
	157	0 02 45
	923/158	0 06 93
	161	0 01 78
	162	0 00 47
	163	0 01 12
	873/182	0 06 93
	193/1	0 00 38
	194/1	0 06 45
	351/1	0 10 27
	352/1	0 04 22
	878/381/1	0 08 44
	879/381/1	0 01 92
	880/381/1	0 05 78
	781/381/1	0 00 40
	930/881/381/2/1	0 02 25
	931/881/381/1/1	0 02 24
	308/1	0 01 97
	308/2/1	0 06 55
	786/403/1	0 09 17
	420	0 02 31
	425/1	0 04 76
	426/1	0 01 87
	427/1	0 02 36
	428/1	0 07 11
	432/1/1	0 03 12
	432/2/1	0 06 38
	432/3/1	0 04 31
	432/4/1	0 06 09
	433/2/1	0 11 55
	937/452	0 05 81
	938/452/1	0 13 68
	487/1	0 02 47
	789/489/1	0 02 24
	943/802/500/1	0 05 12
	505/1	0 01 89
	506/1	0 03 20
	513/1	0 13 88
	516/1	0 06 55
	531/2	0 10 14
	856/651/1	0 03 22
	661/1	0 11 30
	662/4	0 04 13
	710	0 03 80
	728/1	0 02 74
	730/1	0 03 54
	731/1	0 01 50

कित्ता .. 48 2 32 08

1	2	3
बेली जट्टा	193/1	0 04 00
	212/1	0 04 76
	213/3/2	0 00 16
	234/2/1	0 02 08
	254/2/1	0 02 52
	255/2/1	0 00 32
	256/2/1	0 00 24
	259/2/1	0 00 80
	261/2	0 01 84
	268/2/1	0 00 32
	279/2	0 01 04
	279/4	0 00 66
	282/1	0 00 60
	283/1	0 00 40
	283/3	0 00 26
	284/2	0 01 56
	333/1	0 05 76
	335/1	0 10 72
	336/1/1	0 02 40
	337/1	0 00 12
	482/1/1	0 00 92
	487/1	0 00 60
	487/1/1	0 01 80
	496/1	0 00 18
	497/2	0 00 15
	498/2	0 03 36
	505/1	0 00 05
	506/1	0 00 04
	509/1	0 00 15
	510/2	0 02 56
	520/2	0 02 32
	533/2	0 02 40
	545/1	0 00 23
	534/2	0 00 36
	535/2	0 02 80
	542/1	0 00 08
	543/1	0 01 59
	544/1	0 00 34
	548/2	0 03 72
	549/1	0 02 64
	550/1	0 00 18
	557/1	0 03 26
	662/1	0 00 84
	663/1	0 00 20
	664/1	0 00 60
	667/1	0 01 50
	667/2	0 00 62
	668/1	0 00 20
	669	0 00 51
	675/1	0 00 50
	675/2	0 01 47
	691/2	0 01 41
	698/2	0 00 24
	699/2	0 00 56
	700/2	0 01 24

कित्ता .. 55 0 80 18

\*गांव बेनी जट्टों, तहसील फतेहपुर, जिला कांगड़ा में शाहनहर संकाय सिचाई 11-112/2005-कांगड़ा।  
परियोजना बागी किनारा के निर्माण हेतु।

शिमला-2, 17 मार्च, 2006.

संख्या सिचाई 11-22/2006-कांगड़ा।

शिमला-2, 17 मार्च, 2006.

जिला : कांगड़ा

निरस्तुत विवरणी

तहसील : ज्वालो

1	2	3	गांव 1	खसरा नं० 2	फल (हेक्टेयरों में) 3
बेनी जट्टों	184/2	0 00 45			
	185	0 01 71			
	187/2	0 02 60			
	187/1/2	0 00 94	मकड़ाहन	496	0 03 81
	187/2/2	0 00 54		497	0 04 16
	187/2/3	0 00 08		498	0 06 30
	188/1	0 00 48		504/1	0 02 77
	190/1	0 09 12		508	0 11 40
	191/1	0 00 32		509	0 00 26
	192/2	0 01 68		1143/514/1	0 15 27
	193/1	0 00 76		553/1	0 00 56
	193/2	0 01 96		555	0 04 43
	194/2	0 02 78		557/1	0 07 10
	195/2	0 03 42		558/1	0 09 69
	196/2	0 01 64		554/1	0 04 87
	206/2	0 03 40		855/1	0 03 92
	207/2	0 01 20		870/1	0 10 39
	210/2	0 03 28		891/1	0 10 33
	213/2	0 00 48		893	0 02 46
	217/1	0 00 60		897/1	0 02 52
	238/1	0 01 20		899	0 03 77
	239/2	0 05 81		913/1	0 05 22
	240/2	0 08 84		914/1	0 02 86
	240/1/1	0 00 02		914/2	0 03 09
	243/1	0 00 02		925	0 04 39
	244/1	0 00 42		1012	0 08 04
	245/1	0 00 66		1135/1015/1	0 00 97
	246/2	0 01 13		1016	0 00 55
	247/2	0 01 54		1137/1017/1	0 04 21
	248/2	0 01 89		1031/1	0 04 63
	269/1	0 00 05		1037/1	0 02 24
	345/2	0 10 37		1038/1	0 03 00
	346/2	0 01 59			
कुल	33	0 61 98	कुल	29	1 43 01

यह हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर भाषाई प्रयोजन हेतु नामनः\* भूमि की जमीन अध्यावश्यक घोषित है। अतएव एतद्वारा यह घोषित किया जाता है कि नीचे विवरणी में वर्णित भूमि उपर्युक्त\* प्रयोजन के लिए घोषित है।

\*गांव कैहरिया, तहसील ज्वालो, जिला कांगड़ा में मिठाया मध्यम सिचाई परियोजना के निर्माण हेतु।

संख्या सिचाई 11-113/2005-कांगड़ा।

शिमला-2, 17 मार्च, 2006

कैहरिया 1885/1 0 10 21

\*गांव पतन, तहसील ज्वालो, जिला कांगड़ा में मिठाया मध्यम सिचाई परियोजना के निर्माण हेतु।

संख्या सिचाई 11-114/2005-कांगड़ा।

शिमला-2, 17 मार्च, 2006

पतन 105/1 0 04 80

167/1 0 01 79

168 0 01 26

168/1 0 03 68

171/1 0 00 51

172/1 0 07 74

कुल 6 0 19 78

2. यह घोषणा भूमि अधिनियम, 1894 की धारा 6 के उपबन्धों के अधीन सभी सम्बन्धित व्यक्तियों की सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा 7 के उपबन्धों के अधीन भू-धर्जन समाहर्ता, शाहनहर परियोजना, फतेहपुर को उक्त भूमि के धर्जन करने के धारण लेने का एतद्वारा निदेश दिया जाता है।

3 इसके अतिरिक्त उक्त अधिनियम की धारा 17 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश के राज्यपाल यह निदेश देते हैं कि अध्यावश्यक मामला होने के कारण भू-धर्जन समाहर्ता, शाहनहर परियोजना, फतेहपुर उक्त अधिनियम की धारा (9) की उप-धारा (1) के अधीन सूचना के प्रकाशन से 15 दिन की अवधि समाप्त होने पर संघट्ट देने से पूर्व भूमि का रज्जा ले सकता है।

4. भूमि का रेखांक, भू-धर्जन समाहर्ता, शाहनहर परियोजना, फतेहपुर के कार्यालय में निरीक्षण किया जा सकता है।

\*गांव मकड़ाहन, तहसील ज्वालो, जिला कांगड़ा में मिठाया मध्यम सिचाई परियोजना के निर्माण हेतु।

\*गांव नरगाला, तहसील ज्वाली, जिला कांगड़ा में सिद्धाया मध्यम गिच्चाई परियोजना के निर्माण हेतु।

संख्या सिच्चाई 11-123/2005-कांगड़ा।

जिमला-2, 17 मार्च, 2006

1	2	3
नरगाला	172/1	0 02 56
	173/1	0 02 16
	174/1	0 04 62
	183/1	0 04 35
	200/2/1	0 01 91
	200/1	0 00 57
	201/1	0 00 40
	202	0 03 89
	203/1	0 04 02
	204/1	9 05 20
	211/1	0 06 61
	215/1	0 01 04
	217	0 02 88
	270/1	0 07 94
	271/1	0 51 44
	294/1	0 03 38
	295/1	0 01 49
	296/1	0 01 96
	321/1	0 04 66
	322/1	0 04 33
	720/1	0 08 99
	721/1	0 05 75
	723/1	0 09 00
	728/1	0 03 82
	728/1	0 06 93
	729	0 01 94
	732/1	0 09 10
	738/1	0 05 35
	740/1	0 01 17
	741/1/1	0 04 50
	741/2/1	0 02 66
	741/3/1	0 03 47
	743/1	0 10 40
	744/1	0 02 48
कित्ता .. 34		1 90 67

तहसील : फतेहपुर

\*गांव बेला ठाकरा, तहसील फतेहपुर, जिला कांगड़ा में शाहनहर परियोजना बायां किनारा के निर्माण हेतु।

संख्या सिच्चाई 11-142/2005-कांगड़ा।

जिमला-2, 17 मार्च, 2006

बेला ठाकरा	8/1	0 03 29
	31/1	0 22 10
	32	0 02 25
	34	0 31 29
	35/1	0 01 32
	37/1	0 02 16
कित्ता .. 6		0 62 41

\*गांव बेला ठाकरा, तहसील फतेहपुर, जिला कांगड़ा में शाहनहर परियोजना बायां किनारा के निर्माण हेतु।

संख्या सिच्चाई 11-143/2005-कांगड़ा।

जिमला-2, 17 मार्च, 2006

बेला ठाकरा	35/2/1	0 00 26
	36/1	0 01 95
	37/2/1	0 03 10
	37/2/3	0 00 65
	39/1	0 00 50
	134/4/1	0 05 78
कित्ता .. 6		0 12 24

घोषण द्वारा,

हस्ताक्षरित/-  
प्रधान मन्त्रि।

## LABOUR AND EMPLOYMENT DEPARTMENT

### NOTIFICATION

Shimla-171 002, the 13th July, 2005

No. Shram (A) 7-1/2005. In exercise of the powers vested in him under section 17(1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to order the publication of Awards in the H. P. Rajpatra announced by the Presiding Officer, Labour Court, Shimla of the following cases :-

Sl. No. & Case No.	Title of the Case
12. Ref. No. 99/02 RBT No. 96/01	Ravinder Kumar Vs. XEN, HPPWD, Baijnath, District Kangra.
13. Appl. No. 414/04	Pritam Chand Vs. Deputy Commissioner. Dharamshala.
14. Ref. No. 249/01 RBT No. 310/04	Mohan Singh Vs. DFO, Jogindernagar, District Mandi.
15. Ref. No. 351/03 RBT No. 182/04	Shamsher Singh Vs. S. E., IPH Circle, Una, District Una.

By order.

Sd/-  
Secretary.

Certified copy as Awarded dated 10-5-2005 passed by Hon'ble George, Presiding Judge, Labour Court-cum-Industrial Tribunal Dharamshala, H. P.

Reference No. : 99/02 (RBT No. 96/04)

Date of presentation : 20-4-2002

Date of award : 10-5-2005

Shri Ravinder Kumar son of Shri Raju Ram, V. P. O. Lambagaon, Tehsil Jaisinghpur, District Kangra, H. P.  
Petitioner.

Versus

Executive Engineer, Baijnath, Division H. P. P. W. D. Baijnath, District Kangra, H. P. .. Respondent.

"Reference under section 10 of the Industrial Disputes Act, 1947"

For the petitioner .. Shri N. L. Koundal, A R.

For the respondent .. Shri S. V. Sharma, AR/EE

## AWARD

The following reference has been received from the appropriate Government for adjudication :

Whether the action of the Executive Engineer, H. P. P. W. D. Division Baijnath, District Kangra, H. P. to give break of one week after every two months w. e. f. June, 1998 to March, 1999 and then giving breaks 15 days in every month w. e. f. April, 1999 to November 1999 and then termination of the services of Shri Ravinder Kumar son of Shri Raju Ram w. e. f. 16-12-1999 is illegal and justified, if not what relief of service benefits, the above workman is entitled to ?

2. Claim of the petitioner is that the petitioner was engaged as Carpenter w. e. f. 9-6-1998 and the petitioner worked as such upto 12/99. The petitioner further averred that service condition of workman was changed and re-designated as Mason from the post of Carpenter and the monthly muster-rolls have not been provided w. e. f. January, 1999 by the Junior Engineer, on his own level and as such the respondent has violated the provisions of section 9-A of Schedule of the Industrial Disputes Act, 1947. The petitioner has further averred that he has completed more than 240 days from the date of his initial engagement i. e. 9-6-1998 to 8-6-1999. The petitioner averred that at the time of retrenchment of his services no notice was served upon him nor any charge-sheet or inquiry conducted against him. The respondent has not paid any retrenchment compensation and therefore, the respondent has violated the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. The petitioner alleged that the services of the petitioner were dis-engaged by the respondent despite the fact that work and funds were available with the respondent. The petitioner has prayed for his re-instatement in the service alongwith full backwages and all other consequential benefits.

3. On notice, the respondent filed reply to the claim of the petitioner, whereby the respondent alleged that the petitioner was engaged as a Mason during the month of 6/98 under emergent circumstances for on going work on community health centre and he worked till 10/99 and after the completion of work the petitioner was dis-engaged. The respondent further stated that the petitioner was engaged only under emergent circumstances as the Government has imposed ban on appointments on daily wages. The petitioner was dis-engaged on completion of emergent work. The respondent denied that the breaks were given intentionally. The respondent has prayed for dismissal of the claim of the petitioner.

4. The petitioner filed rejoinder, whereby he denied all the pleadings of the respondent. The petitioner alleged that no written order was passed at the time of engagement of petitioner that he was being engaged under emergent circumstances.

5. On the respective assertions of the parties, the following issues were framed on 2-12-2004 :—

1. Whether the compulsory breaks given by the respondent in issuing the Muster rolls for engagement of the petitioner firstly for one week and thereafter 15 days in every month led the petitioner not to complete the required number of working days and therefore, termination of the petitioner is illegal and unjustified as claimed? OPP.

3. If issue No. 1 is proved in affirmative to what relief the petitioner is entitled to? OPP.

3. Relief.

6. For the reasons to be recorded hereinafter my issue-wise findings are as under :—

Issue No. 1.	Yes.
Issue No. 2	Decided accordingly
Issue No. 3	The petition is allowed as per operative part of the award.

## REASONS FOR FINDINGS

Issue No. 1 and 2 :

7. Both these issues being inter-connected and interlinked are taken up together for discussion and decision.

8. The petitioner Ravinder Kumar, while appearing as PW1 has stated that he was engaged as carpenter w. e. f. 9-6-1998 by the respondent and at the time of appointment no appointment letter as well as terms and conditions were settled by the respondent. The petitioner was appointed by the Executive Engineer/ respondent on muster roll for full month and thereafter the petitioner was engaged on muster roll for 15 days. The petitioner worked with the respondent continuously upto December 1999 and he had completed more than 240 working days. The petitioner further stated that at the time his dis-engagement from the service no written notice and charge-sheet were served on the petitioner nor any enquiry was conducted. The respondent did not pay any retrenchment compensation to the petitioner. The petitioner stated that at the time of termination of his service as carpenter the work was available with the respondent. The statement made by the petitioner as PW1 remained un-challenged and un-controverted as the respondent was given an opportunity to cross-examine but he made a statement that he does not want to cross-examine the witness.

9. The respondent/Executive Engineer, to controvert the evidence of the petitioner appeared as RW1 and he stated that the petitioner has not completed 240 working days either in the year 1998 or in 1999. The respondent has stated that the petitioner is not entitled for the benefit of section 25-F of the Industrial Disputes Act, as the petitioner left the job at his own. The respondent tendered photo copies of muster roll Ex. RW1/A-1 to Ex. RW1/A-16 and also tendered mandays chart Ex. RW1/B. The respondent further stated that the work against which the petitioner was engaged stands completed. In his cross-examination, RW1 admitted that the petitioner was engaged on daily wages basis as carpenter on muster roll. The respondent (RW1) admitted that the petitioner had not worked under him during the year 1998-1999. The respondent (RW1) had showed his ignorance whether the petitioner had worked as carpenter or Mason. The respondent (RW1) admitted that department has not issued any letter to the petitioner to resume his duties and the name of the petitioner was struck off from the muster roll. RW1 admitted that Muster roll Ex. RW1/16 was issued w. e. f. 1-10-1999 to 15-10-1999 and muster roll Ex. RW-1/1 was issued w. e. f. 1-6-1998 to 30-6-1998 and similar is the position in muster rolls Ex. RW1/A-2 to RW1/A-8 (these muster rolls were issued for one month) Shri S. V. Sharma (RW1) admitted that petitioner was marked as present in Ex. RW1/A 8 upto 16-1-1999, and thereafter, the column were left blank. RW1 has admitted that the period as mentioned 1-2-1999 to 15-2-1999 in muster roll Ex. RW1/A-10 was for 15 days and the petitioner was marked present for first 15 days and for the remaining period columns kept blank. The respondent admitted that the respondent/ department had changed the service conditions of the petitioner without giving any notice to engage the petitioner for 15 days instead of one month.

10. In view of the statement made by Shri S. V. Sharma, Executive Engineer, as referred to hereinabove and from the perusal of mandays chart as well as muster roll Ex. RW1/A-1 to Ex. RW1/A-16 it is proved that the

petitioner continued to work w. e. f. June, 1998 to Nov. 1999. As per statement of RW1 that condition regarding change of service petitioner for 15 days instead of one month were started without giving any notice to the petitioner. The petitioner as per the muster roll Ex. RW1/1 worked for 21 days i. e. from 9-6-1998 to 30-6-1998 and columns from 1-6-1998 to 8-6-1998 were left blank, in Ex. RW1/2, the petitioner had worked for 31 days, in Ex. RW1/3, the petitioner worked 10-8-1998 to 31-8-1998 for 22 days and rest of the columns were left blank, in Ex. RW1/4 w. e. f. 1-9-98 to 30-9-1998 the petitioner worked from 1-9-98 to 20-9-1998 and rest of the columns days were left blank, in Ex. RW1/5 w. e. f. 1-10-1998 to 31-10-1998 the petitioner worked for 30 days, in Ex. RW1/6, w. e. f. 1-11-1998 to 30-11-1998 the petitioner worked for 27 days, in Ex. RW1/7 w. e. f. 1-12-1998 to 31-12-1998 the petitioner worked for 25 days, in Ex. RW1/8, the petitioner worked from 1-1-1999 to 16-1-1999 and rest of column of working days left blank, in Ex. RW1/9, w. e. f. 1-2-1999 to 13-2-1999 the petitioner remained present for 12 days and rest of the columns of Ex. RW1/9 were left blank, in Ex. RW1/10 w. e. f. 1-3-1999 to 15-3-1999 the petitioner worked w. e. f. 1-3-1999 to 5-3-1999 for 5 days, and rest of working days have been shown as blank, in Ex. RW1/11, w. e. f. 1-4-1999 to 30-4-1999 the petitioner shown present for 14 days w. e. f. 6-4-1999 to 19-4-1999 and rest of working days have been left blank, in Ex. RW1/12, w. e. f. 1-5-1999 to 31-5-1999 the petitioner shown present for 15 days, i. e. w. e. f. 3-5-1999 to 17-5-1999 and rest of working left blank, in Ex. RW1/13, w. e. f. 1-6-1999 to 30-6-1999 the petitioner shown present for 13 days i. e. w. e. f. 1-6-1999 to 14-6-1999, in Ex. RW1/14, w. e. f. 1-7-1999 to 15-7-1999, the petitioner shown present for six days i. e. from 1-7-1999 to 6-7-1999 and the remaining columns were left blank, in Ex. RW1/15, w. e. f. 1-3-1999 to 15-8-1999 and the petitioner marked present for 14 days, similarly in Ex. RW1/16 the muster roll was issued for 15 days i. e. w. e. f. 1-10-1999 to 15-10-1999 and the petitioner marked present for 13 days. Perusal of Ex. RW1/1 to Ex. RW1/16 shows that the petitioner was not issued muster roll for the month of September, 1999, and the petitioner was given a notional break by issuing muster rolls for 15 days instead of one month.

11. It is a well settled law that the period of cessation of work not due to any fault on the part of the employee always gets calculated as a period of continuous service (Kuknai Irrigation Project Vs. Waman, 1994 L. L. R. 381 (Bombay)).

12. In view of the fact admitted by Shri S. V. Sharma, Executive Engineer (RW1) in his cross-examination as referred to above, that the service conditions of the petitioner were changed by issuing 15 days muster rolls instead of one month, without intimating the petitioner, even it cannot be held that the petitioner had not completed 240 working days as per requirement of section 25-B of the Act. The Hon'ble Supreme Court in case titled "Surendra Kumar Verma Vs. Central Government Industrial Tribunal-cum-Labour Court, AIR 1981 SC 422, 1980 (4) SCC 443, 111 386 has held that :

"Semantic luxuries are misplaced in the interpretation of "Bread and butter" statutes. Welfare statutes must, of necessity, receive a broad interpretation. Where legislation is designed to give relief against certain kinds of mischief, the Court is not to make inroads by making stymological excursions."

13. From the evidence and the settled position of law as has been referred to hereinabove, the petitioner is held to be in continuous service for more than one year during the last 12 months of his termination, therefore, he is entitled for the protection of section 25-F of the Act, which reads as under:—

25-F Conditions precedents to retrenchment of workman.—No workman employed in any industry who has been in continuous service

for not less than one year under an employer shall be retrenched by that employer until;

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months, and
- (c) notice in the prescribed manner is served on the appropriate Govt. (or such authority as may be specified by the appropriate govt. by notification in the official gazette."

14. From the evidence available on the record and the facts admitted by Shri S. V. Sharma, Executive Engineer, RW1 in his cross examination that neither any notice was issued, nor any retrenchment compensation was paid to the petitioner at the time his services were dispensed with. The respondent has not complied with the provisions of section 25-F of the Act. The provisions of section 25-F are couched in mandatory form and non compliance therewith has a result rendering the order of retrenchment void, *ab initio* or non-est.

15. The respondent has taken the plea that the petitioner abandoned the job himself and he was not retrenched, but to prove this plea the respondent has not led any evidence. The respondent has not examined any official/incharge to prove that the petitioner was not retrenched rather he himself abandoned the job. The factum of abandonment of the job is a question of fact the burden of proving of which lies on the respondent, but the respondent has led no evidence to prove the same.

16. The evidence of the petitioner as well as respondent (RW1) thus reveals that the petitioner was not served with any notice, nor he was paid any compensation nor the respondent issued any notice in a prescribed manner to be served upon the appropriate government before disengaging the petitioner as per requirement of section 25-F (c) of the Act, under these circumstances the retrenchment of the petitioner with effect from 16-12-99 appears to be illegal and un-justified and violative of section 25-F of the Act. Accordingly, taking into consideration the totality of the facts and circumstances, evidence and settled position of law, the petitioner is entitled for his re-instatement on the same terms and conditions in which he was working prior to his retrenchment. Both these issues are decided in favour of the petitioner and against the respondent.

#### RELIEF

17. In view of my findings on issues above, the disengagement of the petitioner by the respondent w. e. f. 16-12-1999 is illegal and un-justified and the petitioner is entitled for his re-instatement on the same terms and conditions in his original service in which he was working earlier to his retrenchment, with all consequential service benefit including seniority and back wages to the extent of 30%. The respondent is directed to re-engage the petitioner within a period of 90 days from the date of announcement of this award, failing which the petitioner shall be entitled for full back wages after the lapse of 90 days.

Let a copy of this award be sent to the appropriate Govt. for publication in the official gazette. The file after completion be consigned to record room.

Announced.  
Seal.

GEORGE,  
Presiding Judge.

H.P. Industrial Tribunal cum-Labour Court,  
Dharamshala.



Certified copy of Award dated 13-6-2005 passed by  
Shri George, Presiding Judge, H. P. Labour Court-cum-  
Industrial Tribunal, Dharamshala, Himachal Pradesh

Application No : 414/2004

Instituted on : 8-10-2004

Decided on : 18-6-2005

1. Shri Pritam Chand s/o Madho Ram, Vill. Sapri, P. O. Gumer, Tehsil Dehra, Distt. Kangra.
2. Sh. Rajni Kant s/o Sh. Prem Chand, Village Basdi Kohala, P. O. Adhe Dian Hattian, Teh. Dehra, Distt. Kangra.
3. Sh. Illam Din s/o Sh. Relu Din, Village Joru, P. O. Jwalamukhi, Teh. Dehra, Distt. Kangra.
4. Sh. Vijay Kumar s/o Sh. Om Parkash, Vill. Mauli Chak, P. O. Saliana, Teh. Palampur, Distt. Kangra.
5. Sh. Puran Chand s/o Sh. Hoshiar Singh, Vill. Bhaati Bohan, P. O. Jawalamukhi, Teh. Dehra, Distt. Kangra.
6. Sh. Ramesh Chand s/o Sh. Saji Ram, Vill. & P. O. Fakloh, Tehsil Dehra, Distt. Kangra.
7. Sh. Raj Kumar s/o Sh. Uttam Chand, Purana Bazar, Jwalamukhi, Teh. Dehra, Distt. Kangra.
8. Sh. Shri Nath s/o Sh. Dhault Ram, Vill. & P. O. Khabli, Teh. Dehra, Distt. Kangra.
9. Sh. Rashpal Singh s/o Hushiar Singh Vill. & P. O. Dhuala, Teh. Dehra, Distt. Kangra.
10. Sh. Pawan Kumar s/o Sh. Om Parkash Maliwara (Suniarwan) Jawalamukhi, Teh. Dehra, Distt. Kangra.
11. Sh. Tilak Raj s/o Sh. Prem Chand, Bohan Jawalamukhi, Teh. Dehra, Distt. Kangra.
12. Sh. Ashok Kumar s/o Sh. Om Parkash, Mohalla Mahi Wara, Jawalamukhi, Tehsil Dehra, Distt. Kangra.
13. Sh. Stribir Kumar s/o Rodu Ram, Vill. Saknaal, P. O. Kathog, Teh. Dehra, Distt. Kangra.
14. Sh. Chuni Lal s/o Sh. Belu Ram, Near Bus Stand, Dehra, Teh. Dehra, Distt. Kangra.
15. Sh. Mela Ram s/o Sh. Hamir Chand, Bhaati Bohan, Jawalamukhi, Distt. Kangra.
16. Sh. Ashok Kumar s/o Sh. Rikhi Ram, Vill. Badal Thore, P. O. Badal Thore, Teh. Dehra, Distt. Kangra.
17. Sh. Sanjay Kumar s/o Sh. Om Parkash, Maliwara, Jwalamukhi, Distt. Kangra.
18. Sh. Gopal Dass s/o Sh. Jasi Ram, V. Ronta, P. O. Dhuwala, Teh. Dehra, Distt. Kangra.
19. Sh. Amrit Lal s/o Sh. Kehar Singh, V. Ambota, P. O. Bharoli, Teh. Dehra, Distt. Kangra.
20. Sh. Harnam Singh s/o Sh. Bashmber Dass, V. & P. O. Kathog, Teh. Dehra, Distt. Kangra.
21. Shri Sansar Chand s/o Shri Madho Ram, Village Sapri, Tkar Ummar, P. O. Gumer, District Kangra.
22. Shri Vinod Kumar s/o Mahlu Ram, Vill. Jal PO Muhal, Teh. Dehra, Distt. Kangra.
23. Shri Bansi Ram s/o Shri Khazana Ram, V. P. O. Kariala, Tehsil Dehra, District Kangra.
24. Shri Sanjay Kumar s/o Shri Suram Singh V. Suknaal, P. O. Jwalamukhi, Tehsil Dehra, District Kangra.
25. Shri Varinder Kumar s/o Shri Rattan Singh, Village Suknaal, P. O. Jawalamukhi, District Kangra.

...Applicants.

Vs.

1. Commissioner of the Temple Trust of Dharamshala (The Deputy Commissioner, Kangra at Dharamshala).

2. Assistant Commissioner Temple Trust at Dehra (The Sub-Divisional Magistrate, Dehra, District Kangra).
3. Temple Officer of Temple Trust at Jawalamukhi, District Kangra (The Tehsildar, Dehra).

... Respondents.

Application under sub-section 2 and 5 of Section 33-C of the Industrial Disputes Act, 1947.

For the applicants : Shri N. L. Koundal, AR  
For the respondents : Shri K. C. Sharma, Adv.

## ORDER

The petitioners have filed the present application under sub-sections 2 and 5 of the section 33-C of the Industrial Disputes Act, 1947 (hereinafter referred to in short as the Act) with the assertions that they were employed as workmen with the Management of the Temple Trust, Jawalamukhi in the year 1993. The Temple Trust abruptly terminated their services in an illegal, improper and unjustified manner in violation of the mandatory requirements of section 25-F of the Act. The petitioner raised an industrial dispute. The conciliation officer conducted the conciliation proceedings under the provisions of the Act. The conciliation proceedings ultimately failed and the conciliation officer submitted his report to the State Government. Ultimately, the State Government referred the dispute between the petitioners and the respondents, to the Labour Court for adjudication. The petitioners were employed by the respondents as labourers and Mason etc, for the construction of various projects undertaken by the respondent Trust. The services of the petitioners were dis-engaged orally without following the provisions of section 25-F of the Act.

2. The respondents contested the claim of the petitioners before the Labour Court by raising the objections that the petitioners were engaged for executing construction work which was being done with the donations of the worshippers. The petitioners are not entitled to seek the relief of continuation of service as in fact there was no work available with the Management of the respondent Trust and the respondents also denied having retained any junior employee in service. The question of jurisdiction was also raised before the Labour Court.

3. The Labour Court after affording opportunity to both the sides decided the dispute *vide* award in reference No. 31/1996 dated 31-5-2001, wherein it was held that the petitioners are entitled to re-instatement in service as their termination was found violative of section 25-F of the Act. The Labour Court further held that the petitioners are entitled to full seniority, however, in view of the totality of the circumstances, such as there being no plea that the petitioners are employed, the Labour Court awarded the back wages in favour of the petitioners to the extent of 25% of the last pay drawn till they are re-instated in the job.

4. The respondents feeling aggrieved and dis-satisfied with the award of the Labour Court filed a Civil Writ petition No. 1027 of 2001 challenging the Labour Court award dated 31-5-2001, however, the Hon'ble High Court decided the said writ petition *vide* judgment dated 26-5-2004.

The Hon'ble High Court has held for various reasons that:

"The power and jurisdiction of the High Court under Article 226, 227 of the Constitution of India is very limited and I find no grave miscarriage of justice for flagrant violation of law calling for intervention in the award of the Labour Court in these proceedings. Therefore, the award of the Labour Court is up held."

5. And accordingly the Hon'ble High Court dismissed the Civil Writ petition filed by the respondents being without any merit.



6. The respondents during the proceedings before the Hon'ble High Court of the Civil Petition referred to herein above, placed on the record as Annexure-B, the respondents filed their reply to the applications filed by the petitioners under Section 17-B of the Act. The Temple Officer, respondent No. 3 placed on the record copies of the notices dated 11-10-2001 and it was pleaded that the petitioners were asked to report for duties during "Navratra Mela" starting from 17-10-2001 to 26-10-2001 for doing cleaning work etc. The petitioners were asked to report for duties on or before 15-10-2001. The petitioners declined to join duties and accordingly, the respondents issued notices dated 27-7-2002 under Section 25-F of the Act, whereby the petitioners were informed that the construction work on which they were engaged as daily wagers stood completed and as there was no work available with the respondents. Trust, therefore, their services were terminated. A Bank draft of one month's pay alongwith retrenchment compensation was also sent to each of the petitioner as provided under Section 25-F of the Act. The petitioners have not accepted the amount of salary and retrenchment compensation. The respondent Temple Trust filed C. M. P. No. 502 of 2003 stating therein that pursuant to the directions of the court an amount of Rs. 3,87,606/- had been deposited in the Registry Office, as per the Award of the Labour Court and another amount of Rs. 3,51,288/- on account of full salary of the petitioners w.e.f. 1-6-2001 to 31-7-2002 stands deposited. The respondent Trust has deposited the entire amount of the wages considering the petitioners to be in service till 31-7-2002 alongwith the amount of back wages to the extent of 25% along with retrenchment compensation amount upto 31-5-2001 as per the award of the Labour Court dated 31-5-2001 (Annexure-A).

7. The petitioners have now claimed that their services have been terminated w.e.f. 31-7-2002 in an illegal manner and the wages paid to the petitioners as provided under Section 17-B of the Act have not been calculated and paid in accordance with the provisions of Section 17-B of the Act. It is also pleaded that the retrenchment process adopted by the respondents is illegal, arbitrary and un-sustainable and is violative of Section 25-F of the Act. The petitioners at no point of time were in fact re-instated in compliance with the award of the Labour court dated 31-5-2001 (Annexure-A) and their services were terminated in their absence by exercising unfair labour practice while the award of the Labour Court dated 31-5-2001 (Annexure-A) was pending under judicial scrutiny before the Hon'ble High Court in Civil Writ Petition No. 1027 of 2001. The termination of the petitioners is thus, void and nonest. The petitioners without being re-instated as per the award of the Labour Court by the respondents, they were dis-engaged and the Hon'ble High Court after about two years of the dis-engagement of the petitioners upheld the award of the Labour Court dated 31-5-2001 (Annexure-A) vide judgment in Civil Writ Petition No. 1027 of 2001, dated 26-5-2004 (Annexure-B).

8. The respondents contested the petition raising the objections that the application filed under sub-sections 2 and 5 of Section 33-C of the Act is not maintainable, in view of the orders of the Hon'ble High Court in Civil Writ Petition No. 1027 of 2001, dated 26-5-2004 (Annexure-B) for the reason that amount for which the petitioners entitled to as per the award of the Labour Court dated 31-5-2001 (Annexure-A) i.e. Rs. 3,87,606/- deposited by the respondent before the Hon'ble High Court alongwith another amount of Rs. 3,51,288/- on account of full wages of the petitioners from 1-6-2001 to 31-7-2002 considering the petitioners to have been re-instated in the job from 1-6-2001. After proper compliance of the award of the Labour Court and the provisions of the Act, the respondents terminated the services of the petitioners w.e.f. 31-7-2002. The respondents also claimed that since there was no work available with the respondents Trust, yet they were considered to be in service after the announcement of the said award dated 31-5-2001 (Annexure-A) and on availability of work during "Navratra Mela" commencing from 17-10-2001 to

26-10-01 the petitioners called upon to report for duty on 15-10-2001, but they failed to do so. Accordingly, notices to terminate their services w.e.f. 31-7-2002 dated 27-7-2002 alongwith amount of one month wages in lieu of one month's notice and due retrenchment compensation as admissible under Section 25-F of the Act were sent by Bank draft under Registered cover, but the same was not accepted by the petitioners. The respondents claimed that the services of the petitioners were lawfully dispensed w.e.f. 31-7-2002. The action of the respondents was endorsed by the Hon'ble High Court in judgment dated 26-5-2004 (Annexure-B) in Civil Writ Petition No. 1027 of 2001. The petitioners have no cause of actions to file the present application under sub-sections 2 and 5 of Section 33-C of the Act. The petitioners are at liberty to take appropriate proceeding before an appropriate forum in accordance with law. It is also pleaded that the proceedings under Section 33-C (2) and (5) of the Act are not maintainable.

9. Both the parties filed various documents on the record in order to substantiate their respective assertions, however, none of the parties intended to lead any evidence and they stated that the documents filed alongwith the petition and reply may be considered for the disposal of this application. Accordingly, arguments heard after giving opportunity to both the parties to bring on the record the documents they intend to reply upon.

10. After taking into consideration the respective assertions of the parties as referred to hereinabove, following points have arisen for adjudication:—

1. Whether the amount of Rs. 3,87,606/- deposited by the respondents is as per the Award of the Labour Court in reference No. 31/96 decided on 31-5-2001?
2. Whether the total amount of Rs. 3,51,288/- deposited by the respondents on account of full wages of the petitioners w.e.f. 1-6-2001 to 31-7-2002 as per considering the petitioners to have been re-instated in the job w.e.f. 1-6-2001 has been calculated as per the actual and legal entitlement of each of the petitioners?
3. Relief.

11. For the reasons to be recorded hereinafter my point-wise findings are as under:—

Point No. 1	Partly yes.
Point No. 2	Yes.
Relief	The application is allowed as per operative part of the order.

#### REASONS FOR FINDINGS

##### POINT No. 1 :

12. The Labour Court as per the award dated 31-5-01 (Annexure-A) in reference No. 31/96 passed the award that the petitioners are entitled for their re-instatement in service as their termination is violative of section 25-F of the Act. They are entitled to full seniority and 25% of back wages on the last pay drawn till they are re-instated in the job.

13. The respondents have brought on the record the detailed chart "Annexure-C" duly attested by the respondent No. 3 showing in column No. 3 to 6 the period service of the petitioners and in column No. 7 the period for which the petitioners were entitled for retrenchment compensation as per section 25-F (b) of the Act. The respondents have also shown in Annexure-C the minimum wages payable to the petitioners during 2001 in column No. 9, the wages paid prior to the dis-engagement of the petitioners i.e. prior to 31-5-2001 and in column No. 8 the amount of wages

payable per day have been shown in respect of each of the petitioners after 1-6-2001. The entitlement of each of the petitioners with regard to the retrenchment compensation have been shown in column 10 of Annexure-C, whereas in column No. 11 one month wages in lieu of the notice as required under section 25-F (a) of the Act, have been shown payable to each of the petitioners. The respondents have shown in Column No. 12 of Annexure-C Total Amount payable to each of the petitioners on account of payment of "retrenchment compensation" and "one month notice pay" as shown in column No. 10 and 11 of Annexure-C.

14. As far as dispute with regard to the deposit of one month wages shown in column No. 11 and amount of retrenchment compensation as shown in column No. 10 of Annexure-C is concerned, there appears to be no dispute, for the reason that nothing has been stated on behalf of the petitioners, as to how this amount has been wrongly calculated by the respondents and the same is not in consonance with the award of the labour court dated 31-5-2001 (Annexure-A) and accordingly, as far as the calculations of this amount is concerned, the point goes in favour of the respondents and against the petitioners, however, the dispute remains open between the parties, as to whether the amount of wages in lieu of notice and the amount of retrenchment compensation as shown in column No. 11 and 10 of Annexure-C i.e. "the year-wise detail of the working days of the petitioners and minimum wages, rate of payment of workmen compensation chart", brought on the record by the respondents, was in fact paid to each of the petitioners alongwith notices of termination dated 27-7-2002, as per the mandatory requirements of Section 25-F (a) and (b) of the Act. The question is also open as to whether the services of the petitioners were terminated by following the unfair labour practice and in colourable exercise of the employers right by way of victimisation.

15. From the perusal of record, it appears that the respondents without issuing any orders of re-employment of any of the petitioners in order to implement the award of the Labour court dated 31-5-2001 (Annexure-A), in reference No. 31/96 dated 31-5-2001, took the decision to terminate the services of the petitioners in the month of July, 2002, by issuing the notices dated 27-7-2002, taking the advantage of the petitioners for their not reporting for duty during "Navratra Mela" from 17-10-2001 to 26-10-2001. From the call notices dated 11-10-2001, it appears that the respondents some how intended to get rid of the services of the petitioners and therefore, they resorted to unfair labour practice by issuing the termination orders dated 27-7-2002 in utter dis-regard to the principle of natural justice.

16. The petitioners appears to be well within their rights for not reporting to the duty as per call letters dated 11-10-2001 for a limited period of 10 days i.e. for working during "Navratra Mela" w.e.f. 17-10-2001 to 26-10-2001 only. The petitioners were not in fact re-instated by the respondents to implement the award of the Labour court dated 31-5-2001 (Annexure-A). The respondents wanted to avail the services of the petitioners during "Navratra Mela" from 17-10-2001 to 26-10-2001 only. The action taken by the respondents appears to unfair labour practice and also appears to have not taken in good faith, but in colourable exercise of the employers right by way of victimisation to prepare a false ground for termination of the services of the petitioners without their re-instatement as per the award of the Labour Court dated 31-5-2001 (Annexure-A). It appears that the baby has been killed in the womb before taking birth.

17. It also appears from the record that after the Labour court passed award dated 31-5-2001 (Annexure-A) in favour of the petitioners and the respondents filed Civil Writ Petition No. 1027 of 2001, wherein the award of the Labour Court was challenged on various grounds. It appears from the judgement of the Hon'ble High Court, which is placed on the record as Annexure-B, that all the pleas raised on behalf of the respondents

were answered in the negative and the Hon'ble High Court has held that there is no merit in the writ petition and accordingly, it was dismissed. Coming to the conclusion that :-

"The award of the labour court has not caused any grave mis-carriage of justice or flagrant violation of law calling for intervention in the award of the Labour court in these proceedings. Therefore, the award of the Labour Court is upheld".

18. It also appears from the award of the Labour Court, Annexure-A, and judgement of the Hon'ble High Court Annexure-B dated 26-5-2004 that during the pendency of the civil writ petition the respondents were convinced that there was no possibility for them to get the award of the Labour Court set aside and therefore, the respondents taking the advantage of the refusal of the petitioners to work during "Navratra Mela" for ten days during the month of October, 2001, terminated the services of the petitioners after lapse of more than nine months during the last week of July, 2002. The sequence of the event reveals that the respondents acted with malafide, not in good faith but in colourable exercise of the employers right in utter disregard to the principle of natural justice and passed the termination orders dated 27-7-2002 with undue haste to somehow make the petitioners to face litigation and re-start their redressal process afresh for their illegal termination from the state of conciliation, so that it may take another decade for them to reach at the stage, at which they have reached after long present litigation i.e. w.e.f. 1996 to 2004 upto the stage of Hon'ble High Court. The Hon'ble High Court has also upheld the award of the Labour Court dated 31-5-2001 (Annexure-A) vide judgement dated 26-5-2004 (Annexure-B). This point is answered accordingly.

#### Point No. 2.

19. The respondent claim is, as is emerging from the replies filed, it appears that the during the pendency of Civil Writ Petition No. 1027 of 2001 filed by the respondents against the award of the Labour Court dated 31-5-2001 (Annexure-A), deposited an amount of Rs. 3,87,606/- on account of wages for one month, notice period plus retrenchment compensation in case of each of the petitioners. The Labour court announced the award on 31-5-2001. The respondents deposited an amount of Rs. 3,51,288/- before the Hon'ble High Court on account of full wages of the petitioners from 1-6-2001 to 31-7-2002 considering each of the petitioners to have been re-instated in the job w.e.f. 1-6-2001. As per the year-wise detail of working days and minimum wage rate/rate of payment of workmen compensation chart "Annexure-C" brought on the record on behalf of the respondents duly attested by the respondent No. 3, it reveals that the respondents have calculated the payable amount to each of the petitioners w.e.f. 31-5-2001 to 31-7-2002 under section 17-B of the Act, took into consideration the monthly wages last drawn by each of the petitioners prior to 1-1-1996. Whereas in column No. 8 of this chart "Annexure-C" the minimum wages as has been shown different as compared to in column No. 9, which was payable to the petitioners at the time of their retrenchment. The petitioners are entitled for the payment of wages as shown in column No. 8 of Annexure-C, as the petitioners were also paid one month wages of the notice period by calculating the monthly wages on the rates as shown by the respondents in column No. 8 of Annexure-C, whereas the respondents have calculated the amount payable to the petitioners from 31-5-2001 to 31-7-2002 under Section 17-B of the Act, as per the daily wages shown in column No. 9 and consolidated salary for the month shown in column No. 13 of Annexure-C, which is the monthly wages drawn by each of the petitioners prior to 1-1-1996. Section 17-B of the Act reads as under :-

"17-B : Payment of full wages to workman pending proceedings in high courts :-

Where in any case, a Labour Court, Tribunal or National Tribunal by its award directs

re-instatement of any workman and the employer prefers any proceedings against such award in a High Court or the Supreme Court, the employer shall be liable to pay such workman, during the period of pendency of such proceedings in the High Court or the Supreme Court, full wages last drawn by him, inclusive of any maintenance allowance admissible to him under any rule if the workman had not been employed in any establishment during such period and an affidavit by such workman had been filed to that effect in such court :

Provided that where it is proved to the satisfaction of the High Court or the Supreme Court that such workman had been employed and had been receiving adequate remuneration during any such period or part thereof, the court shall order that no wages shall be payable under this section for such period or part as the case may be".

20. The words "full wages last drawn by him" are significant. These words have been explained by the Hon'ble Bombay High Court in case titled "Carona Sahu Co. Ltd. V. Abdul Karim Munakhan", 1994 LLR 1999 (Bom). "The words wages last drawn" appearing in Section 17-B would include the wages drawn on the date of termination of services plus earlier increments and dearness allowance. For calculating the wages last drawn by the workman, the revision of pay, if any will also have to be taken into consideration".

21. The detailed chart "Annexure-C" showing the year-wise details of working days and minimum wages rate of payment and workmen compensation, reveals that the minimum wages which were admissible during the year 1996 were enhanced by the State Government as per the notification dated 22-9-2001. The rates were also revised by the State Government in August, 1996, October, 1998, April, 1999 and finally from August, 2001 onwards. The rate of Mistri who was paid Rs. 43.72 in January, 1996 were enhanced to Rs. 75/- in the year 2001. Similarly, the rate of beldars and painters from Rs. 26/- to Rs. 55/- and from Rs. 39/- to Rs. 61/- respectively.

22. Having regard to the actual meaning of the "wages last drawn" as has been explained by the Hon'ble Bombay High Court in *Abuda! Krim's (supra)* case as referred to herein above, the petitioners are definitely held to be entitled for their full back wages last drawn as per the wages rates shown in column No. 8 of the above referred chart "Annexure-C". Taking into consideration the rate of daily wages as shown in column No. 8 of "Annexure-C", the amount payable to each of the petitioners in column No. 14 under Section 17-B of the Act has been strongly calculated by the respondents. The actual amount payable to each of the petitioners by taking into consideration the total number of working days multiplied by the revised rate of minimum daily wages as shown in column No. 4 in "Annexure-D" comes as under :-

Sl. No.	Name of the Petitioner	No. of Days	Rate per day	Amount payable Rs.
1	2	3	4	5
1.	Pritam Chand	426	75	31,950
2.	Rajni Kant	426	55	23,430
3.	Illam Din	426	55	23,430
4.	Vijay Kumar	426	55	23,430
5.	Puran Chand	426	55	23,430
6.	Ramesh Chand	426	55	23,430
7.	Raj Kumar	426	55	23,430
8.	Shri Nath	426	55	23,430
9.	Rashpal Singh	426	55	23,430

1	2	3	4	5
10.	Pawan Kumar	426	55	23,430
11.	Tilak Raj	426	55	23,430
12.	Ashok Kumar	426	55	23,430
13.	Satbir Kumar	426	55	23,430
14.	Chuni Lal	426	55	23,430
15.	Mela Ram	426	55	23,430
16.	Ashok Kumar	626	55	23,430
17.	Sanjay Kumar	426	55	23,430
18.	Gopal Dass	426	55	23,430
19.	Amrit Lal	426	55	23,430
20.	Harnam Singh	426	55	23,430
21.	Sansar Chand	426	75	31,950
22.	Vinod Kumar	426	55	23,430
23.	Bansi Ram	426	55	23,430
24.	Sanjay Kumar	426	55	23,430
25.	Varinder Kumar	426	61	25,986

23. It appears from the detailed chart as referred to hereinabove (Annexure-D), that as per column No. 14 of "Annexure-C" following amounts have been paid to each of the petitioners respectively and therefore, taking into consideration the amounts as has been calculated herein above as per chart "Annexure-D" and the amounts shown in column No. 14 of Annexure-C already deposited, the petitioners are held to be entitled for the balance amount as under :-

Sl. No.	Name of the petitioner	Actual Amt. payable (Annexure-D) Col. 4	Amt. already paid as per Column No. 14 Annex-C 4	(3-4) Balance Amt Rs. payable Annex-O Col. 6 5
1.	Pritam Chand	31,950	18,368	21,582
2.	Rajni Kant	23,430	10,920	12,510
3.	Illam Din	23,430	10,920	12,510
4.	Vijay Kumar	23,430	10,920	12,510
5.	Puran Chand	23,430	10,920	12,510
6.	Ramesh Chand	23,430	10,920	12,510
7.	Raj Kumar	23,430	10,920	12,510
8.	Shri Nath	23,430	10,920	12,510
9.	Rashpal Singh	23,430	10,920	12,510
10.	Pawan Kumar	23,430	10,920	12,510
11.	Tilak Raj	23,430	10,920	12,510
12.	Ashok Kumar	23,430	10,920	12,510
13.	Satbir Kumar	23,430	10,920	12,510
14.	Chuni Lal	23,430	10,920	12,510
15.	Mela Ram	23,430	10,920	12,510
16.	Ashok Kumar	23,430	10,920	12,510
17.	Sanjay Kumar	23,430	10,920	12,510
18.	Gopal Dass	23,430	10,920	12,510
19.	Amrit Lal	23,430	10,920	12,510
20.	Harnam Singh	23,430	10,920	12,510
21.	Sansar Chand	31,950	21,700	10,250
22.	Vinod Kumar	23,430	10,920	12,510
23.	Bansi Ram	23,430	10,920	12,510
24.	Sanjay Kumar	23,430	10,920	12,510
25.	Varinder Kumar	25,986	16,380	9,606

24. The petitioners shall also be entitled for interest at the rate of 9% per annum, on the balance amounts payable, on year-wise basis. The respondents are directed to pay the amounts found to be less deposited within a period of 90 days from the announcement of this order, failing which the petitioners shall be entitled for penal interest at the rate of 12% per annum.

25. It also appears from the record that the award of the Labour Court dated 31-5-2001 (Annexure-A), whereby the Labour Court directed the respondents to re-instate the petitioners, however, the respondents preferred to Civil Writ Petition wherein the award of the Labour Court was under challenged remained pending till 26-5-2004 and ultimately, the Hon'ble High Court dismissed the Civil Writ Petition *vide* judgement dated 26-5-2004 "Annexure-B" and upheld the award of the

Labour Court dated 31-5-2001 "Annexure-A". Accordingly, the petitioners during the period of pendency of proceedings of the Civil Writ Petition No. 1027 of 2001 before the Hon'ble High Court *i.e.* till 26-5-2004 are entitled for full wages last drawn, for the reason that the Hon'ble High Court in Judgement dated 26-5-2004 "Annexure-B" has not given any directions to comply with the proviso of section 17-B of the Act. Section 17-B of the Act reads as follows :—

"17-B: Payment of full wages to workman pending proceedings in High Courts :—

Where in any case, a Labour Court, Tribunal or National Tribunal by its award directs re-instatement of any workman and the employer prefers any proceedings against such award in a High Court or the Supreme Court, the employer shall be liable to pay such proceedings in the High Court or the Supreme Court, full wages last drawn by him, inclusive of any maintenance allowance admissible to him under any rule if the workman had not been employed in any establishment during such period and an affidavit by such workman had been filed to that effect in such court :

Provided that where it is proved to the satisfaction of the High Court or the Supreme Court that such workman had been employed and had been receiving adequate remuneration during any such period or part thereof, the court shall order that no wages shall be payable under this section for such period or part, as the case may be."

26. Having regard to the position of law as referred to hereinabove, I am constrained to hold that the petitioners are not only entitled for their full wages last drawn *w.e.f.* 1-6-2001 to 31-7-2002, but also they are entitled for full wages last drawn by them till the disposal of the Civil Writ Petition No. 1027 of 2001 dated 26-5-2004 "Annexure-B". In order to avoid the implementation of provisions of section 17-B of the Act, the respondents should have withdrawn their civil writ petition No. 1027 of 2001, immediately after depositing the amount under Section 17-B of the Act, till 31-7-2002 before the Hon'ble High Court, however, it appears that the respondents continued to contest their writ petition No. 1027 of 2001 challenging the award of the Labour Court passed in favour of the petitioners, and therefore, the petitioners are entitled for benefits of section 17-B of the Act.

27. The question of legality of termination without implementing the award of the Labour Court of the petitioners *w.e.f.* 31-7-2002 during the pendency of the proceedings of Civil Writ Petition No. 1027 of 2001 and finally decided by the Hon'ble High Court *vide* judgement dated 26-5-2004 "Annexure-B" shall remain open for the parties to seek their appropriate relief before an appropriate forum. This point is accordingly decided in favour of the petitioners and against the respondents.

28. Another contention has been raised on behalf of the respondents that the present application is not maintainable before the Labour Court, for the reason that proceedings under Section 33-C (2) are in the nature of execution proceedings and once it is shown that the relationship of master and servant has been come to an end, it is not open to the Labour Court to proceed on the basis that the employee is entitled for any mandatory benefits. This contention raised on behalf of the respondents appears to be not legally maintainable for the reason that in the present case of right of the petitioner for wages under section 17-B of the Act has not been disputed. It is only a question of actual amount the petitioners are entitled to, is in question. It has been held by the Delhi High Court in case titled "M.D.

Oswal Hosiery (Reg.) Vs. P. D. Gupta", 1994 LLR 487 (Del) that :—

"Once there is an admission of the existing right of the workman by the employer in regard to the benefit which the former is entitled to and receive from the latter, section 33-C (2) of the Act would come into play."

29. Having regard to the facts, circumstances and the position of law, as has been referred to hereinabove, the contention raised on behalf of the respondents is not sustainable.

#### RELIEF

30. In view of my findings on above points, the petitioners are held to be entitled for the balance amounts payable to each of the petitioners as referred to herein above in Para 23 of this order. The petitioners are also entitled for interest at the rate of 9% per annum on year-wise basis on the balance amount payable to each of the petitioner. The respondents are also directed to pay the amounts found to be less deposited as referred to hereinabove, within a period of 90 days from the announcement of this order, failing which the petitioners shall also be entitled for penal interest at the rate of 12% per annum. The petitioners shall also be entitled for the full wages last drawn by them from 1-8-2002 till the disposal of civil writ petition No. 1027 of 2001 *i.e.* till 26-5-2004, under section 17-B of the Act.

31. Having regard to the facts, circumstances and conduct of the respondents in depositing the less amount payable to the petitioners and forced the petitioners to go in a prolonged relentless litigation for no fault on their part, each of the petitioner shall be entitled to litigation expenses which are assessed at Rs. 2000/- each.

32. A copy of this decision/order be forwarded to the appropriate government under sub-section 4 of section 33-C of the Act, for recovery of the balance amount as referred to herein above, in the manner provided in sub-section (1) of section 33-C of the Act. The application accordingly stands disposed of. The file after completion be consigned to the record room.

Announced.  
18-6-2005.

GEORGE,  
Presiding Judge,  
Labour Court-cum-Industrial Tribunal,  
Dharamshala, H. P.

Certified Copy of Award dated 1-6-2005 passed by Hon'ble George, Presiding Judge, Labour Court-cum-Industrial Tribunal Dharamshala, H. P.

Reference No.	249/2001 (RBT No. 310/04)
Instituted on	9-10-2001.
Decided on	01-06-2005.

Shri Mohan Singh son of Shri Ghelar Ram, r/o Village Khazri, P. O. Chukku, Tehsil Padhar, District Mandi, H. P.  
.. Petitioner/Applicant.

Vs.

1. The Divisional Forest Officer, Forest Division, Jogindernagar, District Mandi H. P.  
2. The Range Officer (Forest) Range Office, Jogindernagar, District Mandi. H. P.  
.. Respondent.

"Reference under section 10 of the Industrial Disputes Act, 1947."

For the petitioner : Shri N. L. Konndal, AR.

For the respondent : Shri Hans Raj, Deputy Ranger, AR.



## AWARD

Issue No. 3

The petition is allowed as per operative part of the award.

The following reference has been received from the appropriate government for adjudication:

## REASONS FOR FINDINGS

## ISSUES NO. 1 and 2:

Whether termination of service of Shri Mohan Singh son of Shri Ghalar Ram by the Ranger Officer, Jogindernagar, w. e. f. 1-10-1991 without compliance of section 25-F of the Industrial Disputes Act, 1947 is legal or, illegal? If illegal to what relief of services benefits backwages and compensation of amount Shri Mohan Singh is entitled to?"

2. The petitioner filed statement of claim averring that he was engaged by the respondent No. 2 on daily wages basis on muster roll as casual labourer on watch and ward duty of check post at Chountra Jimjima and some time in Nursery and the petitioner had worked in the office as Clerk and maintained the cash book and ledger from time to time w. e. f. 3-7-1987 to 30-9-1991. There after services of the petitioner were all of a sudden terminated by an oral order dated 1-10-1991 without any notice, charge-sheet, enquiry and retrenchment compensation under section 25-F of the Industrial Disputes Act, 1947. The petitioner alleged that he completed 240 days in each proceeded 12 months from 7/87 to 9/91. The petitioner alleged that after termination of his services, he approached the respondent time and again and also made representations but no proper response has been given by the respondent. The petitioner stated that at the time of conciliation the respondent refused to engage the petitioner on the pretext that at present there is no work available with the respondent. The petitioner further alleged that after the termination of his service the respondent engaged 34 persons on daily wages, and as such the respondent has violated the principle of Last come first go, within the meaning of section 25-G of the Industrial Disputes Act. The petitioner has prayed for his re-instatement in service with continuity of service including all consequential benefits and seniority.

3. The respondents contested and resisted the claim of the petitioner and filed reply where in the respondents asserted that the petitioner was never engaged as a dialy wages clerk in Jogindernagar during 7/87 to 9/91. However, the petitioner worked in Jogindernagar range on watch ward duty of check posts Chauntra and Jimjima and Nursery works a casual labourer. The respondents denied that the services of the petitioner were terminated by respondent No. 2 but the petitioner left the job at his own will on 19-10-1991, and thereafter, he never approached for re-employment. The respondents alleged that the other workers had been working with the department continuously and they have been regularised. The respondents prayed for dismissal of the petition with costs.

4. The petitioner filed in rejoinder where in the petitioner re-affirmed and reiterated the averments made in the petition and denied the allegations of the respondents made in the reply.

5. On the respective assertions of the parties, the following issues were framed on 4-10-2002 :-

1. Whether the termination of the services of the petitioner by the respondent w. e. f. 1-10-1991 is violative of section 25-F of the Industrial Disputes Act, 1947? ...OPP.

2. Whether the petitioner had left the work at his own as alleged and if so its effect? ...OPR.

3. Relief.

5. For the reasons to be recorded hereinafter my issue-wise finding are as under :-

Issue No. 1 Yes

Issue No. 2 Decided accordingly.

6. Both these issues being inter-connected and linked with each other are taken up together for discussion and decision.

7. Petitioner Mohan Singh appeared as PW1 and he stated that he was engaged as daily wages chowkidar by the respondent w. e. f. 3-7-1987 and he worked upto 30-9-1991. He was dis-engaged by the respondents on 1-10-1991 without any notice, retrenchment compensation. He also stated that during the each year of service he completed more than 240 days and he worked as Chowkidar. He is a matriculate and he recruited as Chowkidar but he was deployed to do the duty of clerical nature. He was retrenched by verbal order by Amar Singh Thakur, Range Officer. He had not left the job at his own but his services were dispensed with by the respondent illegally and in an arbitrary manner. He further stated that after his retrenchment he made representations for his engagement and the copy of representations are Ex. P-1 to Ex. P-6 but without any result. He further stated that he was dis-engaged but his juniors namely; Govind Ram, Durga Dass, and Thalia Ram, were retained in service.

8. In his cross-examination he was put to the suggestion that in fact his services were not dispensed with by the respondents w. e. f. 1-10-1991 and instead he had left the job at his own w. e. f. 19-10-1991, which he replied in the negative.

9. To controvert the version given by the petitioner, the respondents examined one Shri Ravinder Kumar, Deputy Ranger as RW 1, and he stated that he was working as Forest Guard earlier in the Jogindernagar beat and he had kept the petitioner as seasonal worker. The petitioner was working prior to his joining as Forest Guard in Jogindernagar beat in April, 1991. In his cross-examination he admitted that the petitioner worked for 150 days in the year 1987, 347 days in 1988, 261 days in 1989, 328 days in 1990 and 254 days in 1991 as on 19-10-1991. He also brought on the record mandays chart Ex. RX. He further admitted Hari Singh, Joginder Singh, Bimla Devi and Kali Dass are junior to the petitioner and they are still working. He also brought on the record the copy of seniority list Ex. RY.

10. The contention of the petitioner is that his services were dis-engaged by the respondent w. e. f. 1-10-1991 despite the fact he continuously worked from 3-7-1987 to 30-9-1991 without serving any notice charge-sheet or retrenchment compensation and retaining the persons junior to him namely, Govind Ram, Durga Dass and Thalia Ram. Where as the main stand of the respondent is that the petitioner was not dis-engaged, rather he himself abandoned the job at his own after 19-10-1991. The mandays chart Ex. RX reveals that the petitioner has completed 254 working days during Jan., 1991 till Oct., 1991 i. e. last preceding 12 months and thus he has completed continuous services as defined under section 25-B of the Act and automatically the petitioner becomes entitled for the protection of conditions laid down under section 25-F of the Act.

11. The stand taken by the respondent that the petitioner abandoned the job at his own and his services were not dis-engaged by the respondent, is not proved as the respondent has not led any cogent and convincing evidence. The factum of abandonment of job is a question of fact the burden of proving of which lies on the respondents, but the respondents have led no evidence to prove the same, whereas the petitioner who is appearing as PW1 has specifically stated that when he was dis-engaged

by Shri Amar Singh Thakur, was the Range Officer and Shri Jeet Singh was Deputy Range Officer, the respondents should have examined both these witnesses to prove the fact that the petitioner was not dis-engaged, rather he abandoned the job himself. Examination of Shri Ravidner Kuman (RW1) is of no help to the respondent to prove the factum of abandonment of the job by the petitioner. Otherwise also, from the perusal of the mandays chart Ex. RX it reveals that right from 1987 onward the petitioner was regular in his attendance. He completed 150 working days during the year 1987, only in five months, whereas during the year 1988 he completed 347 working days, during the year 1989 he completed 261 working days, during the year 1990, he completed 328 working days and during the year 1991 he worked from January to October, 1991 and

completed 254 working days. It cannot be presumed at any stretch of imagination that the petitioner such a regular in service would suddenly abandon the job at his own without any reason. The petitioner while appearing as PW1, has stated that he has not left the job at his own, rather his services was dis-engaged by the respondent in an illegal and arbitrary manner and he made representations Ex. P-1 to Ex. P-6 for his re-engagement but to no avail. He specifically stated that Amar Singh Ranger and Shri Jeet Singh Deputy Ranger, are responsible for his dis-engagement. But the respondent has not taken any step to examine any of these two to prove the fact, that in fact, the claim of the petitioner about his dis-engagement is false and in fact the petitioner left his job at his own. Representations Ex. P-1 to Ex. P-6 which are placed on the record and not disputed in the cross-examination of the petitioner on behalf of the respondent, reveals that these representations were made by the petitioner on 1-11-1991, 10-1-1992, 13-4-1992, 13-4-1994, 10-5-1996, 10-11-1997 and 3-7-1998. It also appears from the record that conciliation officer, sent reference to the appropriate Government vide letter dated 31-10-2000 after demand notice was served by the petitioner and the appropriate Government sent the reference for adjudication to the Labour Court vide letter dated 8th October, 2001.

12. From the evidence available on the record it appears that the petitioner continuously approached the respondent and raised industrial dispute promptly but his efforts were not acceded to by the respondent for one or the other reason. Once it is proved by the petitioner that he completed 240 days of his continuous service in the last 12 preceding months, and this fact is proved from the mandays chart Ex. RX, therefore, petitioner is held to be in continuous service as defined in section 25-B of the Act, and the petitioner is entitled to have the protection of section 25-F, which reads as under:—

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until:—

- (a) The workman has been given one month's notice in writing indicating the reason for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,
- (b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official gazette).

13. The conditions enumerated in section 25 F are the conditions precedent. The provisions of section 25 F

are couched in mandatory form, and non-compliance therewith has the result of rendering the order of retrenchment void *abinitio* or non-est. In *Auro Engg. Pvt. Ltd. Vs. RA Gaddkar* 1992 (J), LLJ. 693 Justice B. N. Srikrishna has explained the consequences of non-compliance of Section 25-F of the Act as under:—

"It is settled law that section 25-F of the Act was introduced into the statute book by parliament as a measure of amelioration. The Section is specifically intended to soften blow of unemployment which would fall upon workman who is suddenly deprived of his livelihood. Considering the constraining on economy of the country as a whole and that the industrial units Parliament has limits this amelioration to what is specifically provided in clause (a), (b) of section 25-F viz, payment of one month's wages in lieu of notice and retrenchment compensation calculated in accordance with clause (b) of Section 25-F. It is also settled law that considering the negative language used in section 25-F. It is also settled law that the section impose a mandatory duty on the employer, which is a condition precedent to retrenchment of workman. Consequently, contravention of workman—therefore, vitiates the Act, of retrenchment when a statute mandates a duty as conditions precedent for effecting retrenchment there is no difficulty in holding that breach of the said condition invalidates the retrenchment renders it void *abinitio*".

14. The evidence of the parties as he had been discussed above, it is apparently clear that the petitioner was neither served with any notice nor he was paid any compensation nor the respondent issued any notice in prescribed manner as required under section 25-F (c) of the Act. Accordingly, dis-engagement of the petitioner is violative of section 25-F (a), (b) & (c) of the Act. Under these circumstances, it is a settled principle of law as has been laid down by the Hon'ble Supreme Court in the case titled *Deep Chandra Vs. State of UP and another*, 2001. LLR. 312 that:

"When an employee had put in service for more than 240 days in each year for several years, his service cannot be put to an end to without following the procedure prescribed under section 25-F of the Industrial Disputes Act. If there has been violation thereof, such an employees will have to be

re-instated in his original service on the same terms and conditions in which he was working earlier. If this the position of law, we fail to understand as to how the High Court would have interfered with the award made by the Labour Court. The Labour Court therefore, rightly granted re-instatement with back wages and other consequential benefits".

15. Having regard to the totality of the facts, circumstances and evidence as has been discussed above, it is proved that immediately after dis-engagement of the petitioner in an illegal manner which is in violation of section 25-F (a), (b) & (c) of the Act, the petitioner continued to approach the respondent for his re-employment and made several representations i. e. Ex. P-1 to Ex. P-6 but of no avail and as such the petitioner is entitled for his re-instatement. The respondent has failed to bring any cogent and convincing evidence to show that the petitioner was at fault for his dis-engagement or he himself abandoned the job or the petitioner remained in any gainful employment after his dis-engagement, the petitioner is therefore, not only entitled for his re-instatement but also for all consequential benefits including back wages to the extent of 60%. Both these issues are, therefore, decided in favour of the petitioner and against the respondents.

**RELIEF :**

16. In view of my findings on issues, above dis-engagement of the petitioner *w. e. f.* 1-10-1991 is illegal and unjustified and the petitioner is entitled for his reinstatement on the same terms and conditions in which he was working earlier to his dis-engagement, with all consequential service benefits including back wages to the extent of 60%.

17. In view of the peculiar facts and circumstances of the case, since the dis-engagement of the petitioner was not found due to any fault on his part, therefore, petitioner is also entitled for a lump sum amount of Rs. 3,000/- as litigation expenses from the respondents.

18. The respondents are directed to re-engage the petitioner within a period of 90 days from today *i. e.* 1-6-2005, failing which the petitioner shall be entitled to full wages.

19. Let a copy of this award be sent to the appropriate Government for publication in the official Gazette. The File after completion be consigned to record room.

Announced.  
1-6-2005.

Seal.

GEORGE,  
*Presiding Judge, Labour Court cum-Industrial  
Tribunal, Dharamshala.*

Certified copy of Award dated 3-6-2005 passed by Hon'ble George, Presiding Judge, Labour Court-cum-Industrial Tribunal, Dharamshala, H. P. Camp at Una

Reference No. 351/2003 (RBT No. 182/04)

Date of presentation 26-12-2003

Date of award 3-6-2005

Shamsher Singh son of Shri Jahttu Ram, c/o Shri R. K. Singh Parmar, General Secretary, Ph. INTUC, 211-L-Barari P. O. Partap Nagar Nangal Dam, District Ropar (Pb) *Petitioner.*

*Vs.*

1. Superintending Engineer, Irrigation & Public Health Circle, Una, District Una.

2. Executive Engineer, Irrigation & Public Health Division No. 1, Una, District Una, H. P. *Respondents.*

*Reference under section 10 of the Industrial Disputes Act, 1947.*

For the petitioner : Shri R. K. Singh Parmar, AR.

For the respondent : Shri Man Chand, Sharma, AE/AR.

**AWARD**

The following reference has been received from the Appropriate Government for adjudication :—

"Whether the action of Executive Engineer, I&PH Division No. 1, Una, District Una, not to allow Shri Shamsher Singh son of Shri Jathu Ram daily waged Chowkindar to join his duties on 23-10-1997 after his illness on the production of Medical Fitness Certificate is fair and justified? If not what relief of service benefits and amount of compensation the aggrieved workman is entitled to?"

2. The petitioner filed statement of claim averring that the petitioner joined services with the respondents *w. e. f.* 1-6-1985 on daily wages basis as Chowkidar and he continuously worked as such till 23-4-1993 and thereafter the petitioner fell ill and he could not attend his duties. The petitioner alleged that due to his ailment and weak memory he remained under treatment at Sharma Clinic Bilaspur, and had sent to two leave applications through his brother which were not received by the J. E. stating that there is no necessity of leave application because the daily wagers are not regular employees. After recovering from illness and getting the fitness certificate, the petitioner reported for duty on 23-10-1997, the joining of the petitioner was not taken on the pretext that case of the petitioner is time barred. Thereafter the petitioner approached the respondent on 12-9-2000 but he was told that his case is time barred and it cannot be considered at all. The petitioner alleged that he was not paid any retrenchment compensation till date, therefore, termination of the petitioner is void, and he may be deemed to be in continuous service.

The respondents have engaged new hands in the year 1997 but the petitioner was not given employment, therefore, the respondents have also violated the provisions of section 25-H of the Industrial Disputes Act. The petitioner has prayed for his reinstatement with all consequential service benefits including back wages.

3. The claim of the petitioner was resisted and contested by the respondents who filed reply. The respondents have raised preliminary objections that the application suffers from delay and laches. The petitioner left the job voluntarily on 23-4-1993 and approached the respondents on 23-10-1997 after a lapse of almost four years and six months. On merits the respondent admitted that the petitioner was engaged as Chowkidar on daily wages basis *w. e. f.* 1-6-1986 and he worked upto 23-4-1993 and thereafter, the petitioner left the job on his own. The petitioner never reported about his illness. The respondents further alleged that petitioner made representation after a lapse of more than four year six months, on 23-10-1997 for his re-engagement but the same was not considered due to non availability of work and funds with the respondents. The respondents submitted that persons namely S Shri Hari Parkash, Ramesh Chand, Kabul Singh and Yashpal were re-engaged as per orders of the Presiding Judge, Labour Court, Shimla dated 26-7-2000. The respondents have prayed for dismissal of the petitioner with cost.

4. Perusal of Zimini orders reveals that at the relevant time issues were not framed, however, on the respective assertions of the parties the following points arises for determination :

1. Whether the action of the respondent in not allowing the petitioner a daily waged chowkidar to join his duties on 23-10-1997 after his illness on the production of Medical Certificate, is not fair and justified, as alleged?

2. If point No. 1 is proved in affirmative, to what service benefits the petitioner is entitled to?

3. Whether the petition is hopelessly time barred as alleged?

4. Final order.

5. For the reasons to be recorded hereinafter my point wise findings are as under :—

Point No. 1	.. Yes
Point No. 2	.. decided accordingly
Point No. 3	.. No
Final order	.. The petition is allowed as per operative part of the award.

## REASONS FOR FINDINGS

## Points No. 1 to 3:

6. All these points are taken up together for discussion and decision.

7. Petitioner Shamsher Singh appeared as PW1, and he tendered in evidence affidavit Ex. P-1, where in he has stated that he was engaged as daily waged worker by the respondents w.e.f. 1-6-1985 and continued to work as such till 23-4-1993, when he fell ill and he could not attend his duties due to illness. He fell ill and for the reason beyond his control he could not attend his duties and he remained under treatment at Bilaspur. He also stated that he sent his two leave applications through his brother, however, the same were not received by the concerned Junior Engineer, and it was told that there is no necessity for leave application because the daily waged workers are not regular employees. He was declared fit by the doctor and he reported for duties on 23-10-1997 with the respondents but he was not allowed to work and was told that he cannot be taken for job as his case is time barred. He again approached the respondents on 12-9-2000 for his re-engagement but he was again told that his case is time barred and it cannot be considered at all. Thereafter he was left with no remedy and therefore, he served demand notice. Efforts were made by the conciliation officer, but the respondent refused to re-engage and thereafter the matter was sent to the appropriate Government. He also stated that he never abandoned the job voluntarily, rather he was prevented to discharge his duty due to his illness. He also pleaded that the respondents recruited some more persons in the job in the 1997 namely: Hari Parkash, Ramesh Chand, Tajinder Dutta, Kabul Singh, Mella Singh, and Yashpal Singh but at that point of time the petitioner was not called for duty for the one or the other reason. He also stated that the respondent in an arbitrary and in unconstitutional manner has declined the joining of the petitioner w.e.f. 23-10-1997 which is otherwise also unsustainable and is also against the principle of natural justice.

8. In his cross examination, the facts deposed by the petitioner in his affidavit Ex. P-1, which he tendered as PW-1, are not contradicted by the respondent while cross-examining the petitioner Shamsher Singh (PWT 1). Rather the respondents in the cross-examination of the petitioner put positive suggestions such as petitioner continued to work from 1-6-1985 as Chowkidar till 23-4-1993 and thereafter, he fell ill. He further confirmed in his cross-examination on the suggestion of the respondent that after he fell ill he was taken to a doctor Anil Kumar alongwith one of his relative at Bilaspur, at Sharma's Clinic. He used to be taken for his treatment by his relations and he continued to take medicines till 22-10-1997 and he reported for his duties w.e.f. 23-10-1997, at the place where he was working prior to his illness.

9. The petitioner has also examined Dr. Anil Kumar of Sharma Clinic, Bilaspur as PW-2, who has stated that Shamsher Singh petitioner remained under his treatment from 24-4-1993 to 22-10-1997. The petitioner was suffering from weak memory problems and he brought the photo copies of the prescription slips which he issued for the treatment of the petitioner as Ex. PW2/Q to Ex. PW2/Z and he also brought on the record photo copies of the medical certificates, vide which he advised rest to the petitioner i.e. Ex. PW2/A to Ex. PW2/P. In his cross examination he was not contradicted that either the petitioner was not actually ill or that the petitioner never remained under his treatment w.e.f. 24-4-1993 to 22-10-1997 nor authenticity and genuineness of the medical certificates Ex. PW2/A to Ex. PW2/P and prescription notes Ex. PW2/Q to Ex. PW2/Z, contradicted in any manner.

10. The respondent in order to controvert the evidence of the petitioner examined one Shri Ram Rattan,

Junior Engineer, as RW1, who has stated that the petitioner was working as daily waged Chowkidar. In the month of April/May, 1993, the petitioner himself left the job. At that time S.D.O. D. P. Jain called the petitioner and told him that the petitioner has already completed 6/7 years of his service and Govt. is going to regularise his service and therefore, he should not leave the job, but the petitioner himself stated that due to family circumstances he is not in a position to continue with the work and thereafter the petitioner left the job.

11. In his cross-examination, however, Shri Ram Rattan, could not give any date, at what point of time the petitioner called by the S.D.O., and he told him to resume his duty. He admitted that at that time the petitioner was not served any chargesheet, nor any enquiry was held against him. No notice or compensation was paid. He, however, denied the suggestion of the petitioner that the petitioner was not summoned to resume the duty. The respondent also examined one Krishan Kumar, Pump Operator as RW2, to corroborate the statement made by RW-1 Shri Ram Rattan.

12. It is admitted fact that the petitioner was engaged by the respondent a daily waged worker w.e.f. 1-6-1986 and he continued to work as such till 22-4-1993. Munday chart brought on the record by the respondents alongwith reply which is duly authenticated by Executive Engineer, Irrigation-cum P. H. Division No. 1, Una, reveals that the petitioner worked w.e.f. 1-6-1986 to 31-12-1986 for 183 days and during the year 1987 he worked for 365 days, in the year 1988 he worked for 273 days, in the year 1989 he worked for 365 days, in the year 1991 he worked for 365 days, in the year 1991 he worked for 365 days, in the year 1992 he worked for 364 days and during the year 1993 i.e. from January to April 1993, the petitioner worked for 31, 28, 31 and 22 days respectively. It appears from the affidavit Ex. P-1 of the petitioner as well as munday chart brought on record by the respondents, is not disputed that the petitioner at any point of time remained un-authoritatively absent w.e.f. June, 1986 to April 1993, almost for a period of 7 years.

13. Claim of the petitioner is that he suddenly fell ill w.e.f. 23-10-1993 and due to his sickness he could not attend his duty and he remained under treatment w.e.f. 24-4-1993 to 22-10-1997 with Dr. Anil Sharma (PW2). Dr. Anil Sharma, while appearing as PW2, has duly corroborated the version given by the petitioner as PW1 and he also brought on the record medical certificate Ex. PW2/A to Ex. PW2/P and treatment prescription slips of the petitioner Ex. PW2/Q to Ex. PW2/Z. The respondents while cross examining the petitioner as PW1 and Dr. Anil Sharma as (PW2) has not even put a remote suggestion that either the petitioner was not actually sick or that he never remained under treatment or the Dr. Anil Sharma (PW2) issued medical certificates Ex. PW2/A to Ex. PW2/P and treatment prescription slips Ex. PW2/Q to Ex. PW2/Z are not genuine documents with regard to the sickness of the petitioner.

14. Section 25-B of the Industrial Disputes Act, 1947 explains the meaning of continuous service which reads as under :

25 B Definition of continuous services. -For the purpose of this chapter :

- (1) a workman shall be said to be in continuous service for a period if he is for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman.
- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be



deemed to be in continuous service under an employer :

- (a) for a period of one year, if the workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than :
  - (i) one hundred and ninety days in the case of a workman employed below ground in a mine ; and
  - (ii) two hundred and forty days in any other case.
- (b) for a period of six months if the workman during period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than :
  - (i) ninety five days, in the case of workman employed below ground in a mine, and
  - (ii) one hundred and twenty days in any other case.

**Explanation.** For the purpose of clause (2) the number of days on which a workman has actually worked under an employer shall include the days on which

- (i) he has been laid off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946) thus under the Act, or under any other law applicable to the Industrial establishment ;
- (ii) he has been on leave with full wages earned in the previous years ;
- (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment, and
- (iv) in the case of female, she has been on maternity leave so, however, that the total period of such maternity leave does not exceed twelve weeks".

15. The word "SICKNESS" is significant, a workman shall be said to be in continuous service as per sub-section (1) of section 25-B of the Act as referred to herein above, if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness. In the present case, previous record of the petitioner as has been brought on the record by the respondent in the form of Mondays chart, reveals that the petitioner worked w. e. f. 1-6-1986 till 22-4-1993 and working days position of the petitioner is as under :—

In the year 1986 w. e. f. 6/86 to 12/86, the petitioner worked for 183 days, in the year 1987 w. e. f. 1-1-1987 to 12/87, he worked for 365 days, in the year 1988 w. e. f. 1/88 to 12/88 the petitioner worked for 273 days, in the year 1989, w. e. f. 1/89 to 12/89 the petitioner worked for 365 days, in the year 1990, w. e. f. 1/90 to 12/90 the petitioner worked for 365 days, in the year 1991 w. e. f. 1/91 to 12/91 the petitioner worked for 365 days, in the year 1992 w. e. f. 1/92 to 12/92 the petitioner worked for 364 days, in the year 1993, w. e. f. 1/93 to 4/93 the petitioner worked for 31, 28, 31 and 22 days, respectively.

16. At no point of time he remained absent, rather the working days of the petitioner reveals that how diligently and factually he performed his duties, as Chowkidar on daily wages basis during the almost 7 years of his service. There appears to be no reason for the petitioner except his sickness, which appears to be beyond his control for his absence from duty w. e. f. 23-4-1993 till 22-10-1997.

17. Having regard to the meaning of continuous service given as per sub-section (1) of section 25-B, the period of interruption in the service of the petitioner on account of sickness, has to be included for calculating his continuous service. As per statement of the petitioner he reported for his duty after he was declared fit by doctor PW2, on 23-10-1997, which fact is not disputed and denied by the respondents but he was not allowed to join his duties in an employer and unjustified manner by taking this plea the petitioner is not entitled for his reinstatement as his case was barred by time, as he reported for his duty after a lapse of about 4 years and six months.

18. The stand taken by the respondent reveals that the petitioner left the job at his own and to prove this aspect of the case, the respondent has examined one Ram Rattan as RW1 and Kishan Kumar pump operator as RW2. However, none of these two witnesses, while appearing on behalf of the respondent, has stated that the petitioner was not in fact sick nor any of those two witnesses in any manner has deposed even a single word to controvert the stand taken by the petitioner that his absence from the duty was not on account of his voluntarily abandoning the job, rather interruption in his service was beyond his control on account of his sickness.

19. No doubt, from the evidence on record, it is clear that the petitioner was not in fact, retrenched or disengaged by the respondents but his interruption in his service was on account of his sickness. Action of the respondent in not allowing the petitioner to join his duty as daily wage Chowkidar w. e. f. 23-10-1997 after cessation of his illness on production of medical certificates Ex. PW2/A to Ex PW2/P and prescription slips Ex. PW2/Q to Ex. PW2/Z, appears to be unfair and unjustified specially on the ground due to non availability of funds and work which the respondent. It is well established and settled position of law period of cessation of work not due to any fault on the part of the employees always get calculated as a period of continuous service as per sub-section (1) of Section-B of the Act. The petitioner is accordingly entitled for his reinstatement w. e. f. 23-10-1997 with all consequential service benefits. Since the respondents in an unfair and unjustified manner refused to except the joining of the petitioner after cessation of his sickness, the petitioner is entitled for his backwages to the extent of 60% from 23-10-1997 onwards.

20. Having regard to the peculiar facts and circumstances of the case period of interruption in the service i. e. 23-4-1993 till 23-10-1997 is required to be counted towards seniority with all other consequential service benefits. But the petitioner was not held to be entitled for any backwages for this period (i. e. 23-4-1993 to 23-10-1997).

21. The stand taken by the respondent that claim of the petitioner is hopelessly time barred, appears to be unsustainable for the reason that the petitioner has been able to prove on the record that his absence from the duty and interruption in his service was not on account of his intentional fault but it was on account of sickness beyond his control. Otherwise also there is no limitation prescribed under the Industrial Disputes Act, and each case has to be taken judiciously while deciding as to whether claim of the petitioner in set of facts and circumstances of the case is barred by laches and delay. In the facts and circumstances of the present case, there appears to be no laches and delay on the part of the petitioner as he immediately after cessation of his sickness reported for his duty but the respondent did not allow him to join his duty in an unfair and unjustified manner.

22. The stand taken by the respondent that the petitioner produced medical certificate from a private practitioner, hence it was not in consonance with the directions of the State Government as per Annexure-R1, also appears to be without any substance for the reason that Annexure R-1 was issued at a much later stage by

the State Government. Annexure R-1 was not issued by the State Government in April, 1993 and therefore, Annexure R 1 containing the instructions with regard to the medical certificate in case of daily waged workers is not applicable in the case of the petitioner, who fell sick in April, 1993 and he remained under treatment with a private practitioner till October, 1997. Stand taken by the respondent that the petitioner left the job voluntarily because his family circumstances were such that it was not possible for him to continue in the service, also appears to be un-believable for the reason that during 7 years of service the petitioner appears to have worked for more than 360 days almost in each year (except in 1988 when he worked for 273 days). This fact is admitted by the respondent in para No. 8 of the reply, suddenly circumstances of the petitioner cannot be presumed to have changed to the extent that it became difficult for him to continue with the job. The stand taken by Shri Ram Rattan JE (RW1) and Krishan Kumar, Pump Operator (RW2) is not in consonance with the stand taken by the respondent in the reply, and therefore, the statement made by RW1 and RW2. S/Shri Ram Rattan and Krishan Kumar respectively, appears to be of no help in the facts and circumstances of the present case to the respondents.

23. Accordingly, having regard to the totality of the facts and circumstances of the case, as well as evidence of the parties, as has been referred to hereinabove, all the three points are decided in favour of the petitioner and against the respondent.

#### RELIEF

24. In view of my findings on points above, since the action of the respondent in not allowing the petitioner to join his duty as daily waged chowkidar w. e. f. 23-10-1997 after cessation of his illness is held to be un-fair and un-justified, therefore, the respondents are directed to re-engage the petitioner as daily waged chowkidar on the same terms and conditions in which he was working earlier with the respondents. The petitioner is also held entitled for his backwages to the extent of 60% from 23-10-1997 onwards, however the petitioner is not held entitled for any backwages for the period w. e. f. 23-4-1993 to 23-10-1997 but the period of interruption of service i. e. 23-4-1993 to 23-10-1997 is ordered to be counted towards the seniority with all consequential benefits.

25. The petitioner is also held entitled for litigation expenses to the tune of Rs. 3,000/- because the joining report of the petitioner was not accepted by the respondent, and the petitioner has to face relentless litigation continuously for a period of 3 years.

26. The respondents are directed to re-engage the petitioner with all service consequential benefits as referred to above, within a period of 90 days from the announcement of this award, failing which the petitioner shall be entitled for full wages. The reference is answered accordingly.

27. Let a copy of this award be sent to the appropriate Government for publication in the Official Gazette. The file after completion be consigned to record room.

Announced.  
3-6-2005.

GEORGE,  
Presiding Judge,  
Labour Court cum-Industrial Tribunal,  
Dharamshala,  
Camp at Una.

बहुदेशीय परियोजनाएं एवं विद्युत विभाग

अधिसूचनाएं

धन: हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि नेशनल हाइड्रोइलेक्ट्रिक पावर कारपोरेशन जो कि भूमि भवन अधिनियम,

1894 (1894 का पहला अधिनियम) को धारा-3 के खण्ड (सी 0 सी 0) के अंतर्गत केन्द्रीय सरकार के स्वामित्व और नियंत्रण के अधीन एक निगम है, के द्वारा घाने वय पर सार्वजनिक प्रयोजन के लिए नामन: \* भूमि अधिनियम 1997 अधिनियम अधिनियम है, अतएव एतद्वारा यह अधिसूचना किया जाता है कि उक्त परिच्छेद में जैसा कि नीचे विवरणी में निदिष्ट किया गया है उपरोक्त \* प्रयोजन के लिए भूमि का अधिनियम अधिनियम है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित हैं या हो सकते हैं, को जानकारी के लिए भू-अर्जन अधिनियम, 1894 की धारा 4 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों, उनके कर्मचारियों और श्रमिकों को इलाक़े की किसी भी भूमि में प्रवेश करने तथा सर्वेक्षण करने और उस धारा द्वारा प्रदत्त शक्तियों का अनुमत सभी अन्य कार्यों को करने के लिए महत्वपूर्ण अधिकार देते हैं।

4. अतिरिक्त आवश्यकता को दृष्टि में रखते हुए हिमाचल प्रदेश के राज्यपाल उक्त अधिनियम की धारा 17 की उप-धारा (4) के अधीन यह भी निर्देश देने हैं कि उक्त अधिनियम की धारा 5-ए के उपबन्ध इस मामले में लागू नहीं होंगे।

5. भूमि में सम्बन्धित रेखांक का निरीक्षण, कार्यालय भू-अर्जन समाहर्ता, पार्वती जल विद्युत परियोजना लारजी, जिला कुल्लू में किया जा सकता है।

\*फाटी दुसाहड़, कोठी बनोगी, उप-नहमील सेंज, जिला कुल्लू में पार्वती जल विद्युत परियोजना के निर्माण हेतु।

संख्या विद्युत-छ-(5)-33/2006.

शिमला-2, 14 मार्च, 2006.

जिला : कुल्लू		उप-नहमील : सेंज	
विवरण		रकबा (बीघों में)	
गांव	खसरा नं०	1	
1	2	3	
फाटी दुसाहड़, कोठी बनोगी	145/2/1	01	09
	145/1/1	00	04
	1168/146/1	00	06
	1169/146/2	00	07
	1167/146/1	02	06
	1167/146/2	01	01
	147/2	00	17
	147/4	01	05
	148/3/2	00	17
	149/2/2	00	04
	160	02	09
	1205/1/1	01	05
	12	12	10

\*फाटी रंला, कोठी मलाण तथा फाटी मन्याशी, कोठी बनोगी, उप-नहमील सेंज, जिला कुल्लू में पार्वती जल विद्युत परियोजना के निर्माण हेतु।

संख्या विद्युत-छ-(5) 35/2006.

शिमला-2, 16 मार्च, 2006.

फाटी रंला, कोठी मलाण	1146	01	00
	1147	06	10
	1912	00	16
	1911	01	18
	1913	01	10
	3706/1914	01	12

1	2	3	4
	1920	00	04
	3705/1914	00	16
	1916	00	01
	1921	00	02
	1922	00	01
	1925	02	01
	3707/1923	00	09
	3708/1923	01	19
	1924	01	01
	1926	00	02
	1927	00	14
	1968	01	10
किता ..	18	22	06
टी मन्गानी, कोठी बनोगी	141	00	02
	144/1	02	02
किता ..	2	02	04
कुल किता ..	20	24	10

आदेश द्वारा,

हस्ताक्षरित/-  
प्रधान सचिव।

लोक निर्माण विभाग

अधिसूचनाएँ

शिमला-2, 14 मार्च, 2006

संख्या पी0 बी0 डब्ल्यू0(बी0)ए0-(7) 1-93/2004-यतः  
हिमाचल प्रदेश के राज्यपाल का यह प्रतीत होता है कि हिमाचल  
देश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु  
ज्वा भद्रबाड, तहसील सदर, जिला बिलासपुर में बामटा-अली खड्ड  
द्वारा सड़क के निर्माण हेतु भूमि ली जानी अपेक्षित है। अतएव  
एतद्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी  
में वर्णित भूमि उपर्युक्त प्रयोजन के लिए अपेक्षित है।

2. यह घोषणा भूमि अर्जन अधिनियम, 1894 की धारा 6 के  
अनुबन्धों के अधीन इससे सम्बन्धित सभी व्यक्तियों की सूचना हेतु  
की जाती है तथा उक्त अधिनियम की धारा 7 के अधीन भू-अर्जन  
समाहर्ता, लोक निर्माण विभाग, मण्डी को उक्त भूमि के अर्जन करने  
के आदेश देने का एतद्वारा निदेश दिया जाता है।

3. भूमि रेखांक का निरीक्षण भू-अर्जन समाहर्ता, लोक निर्माण  
विभाग, मध्य क्षेत्र, मण्डी के कार्यालय में किया जा सकता है।

विवरणी		तहसील : सदर	
जिला : बिलासपुर	क्षेत्र (बीघा बिस्वा)	खसरा नं0	
गांव			
भद्रबाड		166/1	0 1
		168/1	0 1
		297/171/2	0 3
किता ..	3	0	5

यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है  
कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन  
हेतु सामतः भूमि अर्जित करनी अपेक्षित है। अतएव एतद्वारा  
यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जसा कि  
निम्न विवरणी में निदिष्ट किया गया है, उपरोक्त प्रयोजन के लिए  
भूमि का अर्जन अपेक्षित है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित  
हो सकते हैं, की जानकारी के लिए भूमि अर्जन अधिनियम, 1894  
की धारा 4 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए  
राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधि-  
प्रकारियों, उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि  
में प्रवेश करने और सर्वेक्षण करने तथा उन धारा द्वारा अपेक्षित अथवा  
अनुमत अन्य सभी कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. कोई भी हितवद्ध व्यक्ति, जिसे उक्त परिक्षेत्र में कथित भूमि  
के अर्जन पर कोई आपत्ति हो तो वह इस अधिसूचना के  
प्रकाशित होने के तीस (30) दिन की अवधि के भीतर लिखित रूप  
में भू-अर्जन समाहर्ता, लोक निर्माण विभाग, मण्डी के कार्यालय में  
दायर कर सकता है।

\*गांव ज्योरा, रानी कोटला तथा मन्दीली, तहसील सदर, जिला  
बिलासपुर में जावल-रानी कोटला सड़क के निर्माण हेतु।

संख्या पी0 बी0 डब्ल्यू0 बी0 ए0 (7) 1-10/2006.

शिमला-2, 26 मार्च, 2006

विवरणी		तहसील : सदर	
जिला : बिलासपुर	क्षेत्र (बीघा बिस्वा)	खसरा नं0	
गांव			
ज्योरा		57/14	0 14
किता ..	1	0	14
रानी कोटला		319/1/1	0 2
		338/320/1	1 0
		6/1	1 9
		7/1	0 8
किता ..	4	2	19
मन्दीली		197/114/1	0 6
		199/116/1	0 1
किता ..	2	0	7

\*मौजा खारसी कनैता, तहसील सदर, जिला बिलासपुर में जम्बल-  
कोटला सड़क को चौड़ा करने हेतु।

संख्या पी0 बी0 डब्ल्यू0 बी0 ए0 (7) 1-8/2006.

शिमला-2, 26 मार्च, 2006

विवरणी		तहसील : सदर	
जिला : बिलासपुर	क्षेत्र (बीघा बिस्वा)	खसरा नं0	
गांव			
खारसी कनैता		29/1	0 6
		29/2	0 15
		46/1	1 4
		148/1	1 2
		150	0 13
		151/2	2 4
		152	0 2
		154	0 2
		155	0 5
		156	0 3
		157/1	0 1
		159/1	0 2
किता ..	12	6	19

शिमला-3, 14 मार्च, 2006

संख्या पी0 बी0 डब्ल्यू0-बी0 ए0 (7) 1-89/2004. - यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु गांव फाटी नसोयी, कोठी बनाली, तहसील व जिला कुल्लू में बनाली से कन्याल सड़क के निर्माण हेतु भूमि भूजित करनी अपेक्षित है। अतएव एतद्वारा यह घोषित किया जाता है कि निम्नलिखित विवरणी में बांणित भूमि उपर्युक्त प्रयाजन के लिए अपेक्षित है।

2. यह घोषणा, भूमि भूजन अधिनियम, 1894 की धारा 6 के उपबन्धा के अधीन इससे सम्बन्धित सभी व्यक्तियों को सूचना हेतु की जाती है तथा उक्त अधिनियम की धारा 7 के अधीन भू-भूजन समाहर्ता, लोक निर्माण विभाग, मण्डी को उक्त भूमि के ग्रहण करने के आदेश देने का एतद्वारा निर्देश दिया जाता है।

3. भूमि रेखाक का निरालण भू-भूजन समाहर्ता, लोक निर्माण विभाग, मध्य क्षेत्र, मण्डी के कार्यालय में किया जा सकता है।

विवरणी

जिला : कुल्लू

तहसील : मनाली

गांव	खसरा नं०	क्षेत्र (वाघों में)
1	2	3
फाटी नसोयी	2767/1	0 02 19
	2625/1	0 01 15
	2623/1	0 14 19
	2771/1	0 04 16
	2613/1	0 03 16
	2612/1	0 05 00
	2611/1	0 04 12
	2610/1	0 12 04
	2608/1	0 04 08
	2718/1	0 05 04
	2544/1	0 02 12
	2539/1	0 09 03
	2537/1	0 06 12
	2774/1	0 04 06
	2777/1	0 08 00
	2778/1	0 05 06
	2782/1	0 09 03
	2780/1	0 03 00
	2783/1	0 01 18
	2738/1	0 03 02
	2737/1	0 03 16
	2729/1	0 07 08
	2989/1	0 10 15
	2712/1	0 07 12
	2713/1	0 15 16
	2713/2	0 03 14
	2714/1	0 05 04
	2730/1	0 14 10
	2736/1	0 01 04
	2735/1	0 01 19
	3267/1	0 05 04
	2803/1	0 09 00
	2805/1	0 03 03
	3176/1	0 02 16
कुल	34	10 04 16

2. यह अधिसूचना ऐसे सभी व्यक्तियों को, जो इससे सम्बन्धित हो सकते हैं, की जानकारी के लिए भूमि भूजन अधिनियम, 1894 की धारा 4 के उपबन्धी के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों, उनके कर्मचारियों और अधिकारियों को इलाक़ की किसी भी भूमि में प्रवेश करने और सर्वेक्षण करने तथा उस धारा द्वारा अपेक्षित अथवा अनुमत अन्य सभी कार्यों को करने के लिए सहै अधिकार देते हैं।

4. कोई भी हितवन्ध व्यक्ति, जिस उक्त परिच्छेद में कथित भूमि के भूजन पर कोई आपत्ति हो, तो वह इस अधिसूचना के प्रकाशित होने के तीस (30) दिन की अवधि के भीतर लिखित रूप में भू-भूजन समाहर्ता, लोक निर्माण विभाग, मण्डी के समक्ष अपनी आपत्ति दायर कर सकता है।

\*मुहाल बाड़ी, तहसील सुन्दरनगर, जिला मण्डी में सुन्दरनगर सर्कुलर सड़क के निर्माण हेतु।

संख्या पी0 बी0 डब्ल्यू0-बी0 ए0 (7) 1-30/2005.

शिमला-2, 14 मार्च, 2006

जिला : मण्डी	तहसील : सुन्दरनगर
गांव	खसरा नं० क्षेत्र (वर्ग मीटर)
1	2 3
वाड़ी/26/9	586/1 526 00
	582/1 234 00
	579/1 204 00
	578/1 293 00
	549/1 978 00
	550/1 182 00
	570/1 54 00
	571/1 449 00
	573/1 9 00
	598/1 52 00
	605/1 11 00
	604/1 54 00
	603/1 22 00
	606 484 00
	607/1 165 00
	1162/3/1 318 00
	1163/3 18 00
	1166/1 522 00
	1166/2 289 00
	1318/1 50 00
	1273/1 12 00
	1274 27 00
	1275 28 00
	1300/1 10 00
	1301/1 395 00
	1165/1 173 00
	1303/1 389 00
	1304/1 17 00
	1308/1 40 00
	1309 204 00
	1310 305 00
	1311/1 149 00
	1235/1 370 00
	1234/1 345 00
	1676/1 60 00
	1707/1 127 00
	1706/1 42 00
	1677/1 36 00
	1678 198 00
	1679/1 38 00

यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश सरकार को सरकारी व्यय पर सार्वजनिक प्रयोजन हेतु नामतः भूमि भूजित करनी अपेक्षित है। अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिच्छेद में जैसा कि निम्न विवरणी में निविष्ट किया गया है, उपर्युक्त प्रयोजन के लिए भूमि का भूजन अपेक्षित है।

2

3

\*गांव भगडी व चाम्बी, तहसील सुन्दरनगर, जिला मण्डी में सड़कें सड़कें पावन खड्ड पुल के निर्माण हेतु।

संख्या पी० बी० डब्ल्यू० बी० ए० (7) 1-102/2005.

शिमला-2, 14 मार्च, 2006

गांव	खसरा नं०	क्षेत्र (बीघों में)
1	2	3
चाम्बी/20	19/1	0 10 06
किला .. 1		0 10 06
भगडी/15	215/1	0 00 11
	218/1	0 00 15
किला .. 2		0 01 06

तहसील : जोगिन्दरनगर

\*महल टिकरी मूरीहरा/54, तहसील जोगिन्दरनगर, जिला मण्डी में राष्ट्रीय उच्च मार्ग-20 के निर्माण हेतु।

संख्या पी० बी० डब्ल्यू० बी० ए० (7) 1-100/2005.

शिमला-2, 14 मार्च, 2006.

टिकरी मूरीहरा/54	1998/1	1 09 14
	1999/1	0 00 17
किला .. 2		1 10 01

तहसील : सबर

\*महल घोड/121, तहसील सबर, जिला मण्डी में घोड सरदार सड़क के निर्माण हेतु।

संख्या पी० बी० डब्ल्यू० बी० ए० (7) 1-113/2005.

शिमला-2, 14 मार्च, 2006.

घोड/121	280/1	0 06 13
	227/1	0 16 16
	225/1	0 00 09
	210/1	0 00 18
	196/1	0 01 02
	136/1	0 02 16
	128/1	0 00 06
	92/1	0 01 06
	211/1	0 00 18
किला .. 9		1 14 04

प्रादेश डाय,

हस्ताक्षरित/-  
प्रधान सचिव।

किला .. 103

20974 00

भाग-2—बैधानिक नियमों को छोड़कर बिजनेस विभागों के अध्यक्षों और जिला मैजिस्ट्रेटों द्वारा अधिसूचनाएं इत्यादि  
Office of the Assistant Registrar Co-operative Societies  
Kullu District Kullu (H. P.)

## OFFICE ORDER

Kullu, the 18th March, 2006

No. KU Co-op A&L-1203-1210. Whereas the General House of the Kullu Valley Woolen Products Finishing and Dyeing Processing Co-operative Industrial Society Ltd. vide its resolution No. 5, dated 10-8-2005 has resolved that all assets and liabilities of the society be transferred to the Bhutti Weavers Co-operative Industrial Society Ltd. to which the Government of India is providing financial assistance through Central Wool Board Jodhpur for the establishment of dyeing and finishing unit. The Bhutti Weavers Co-operative Society Ltd. vide its General House resolution No. 5, dated 11-8-2005 has also resolved that the society is setting up shawls finishing and dyeing unit with the financial assistance of the aforesaid Wool Board and the society is agreed to accept all assets and liabilities of the said co-operative society. Both the societies have submitted all the papers in accordance with section 14 of Himachal Pradesh Co-operative Societies Act, 1968 (Act No. 3 of 1969) and Assent as specified in section 14 (4) and 14(6) (a)(b) of the said act has also been obtained. Block Inspector Co-operative Societies Kullu has also recommended the merger of the aforesaid co-operative Society.

Therefore, I, Yash Pal Sharma, Assistant Registrar Co-operative Societies, Kullu, District Kullu exercising the powers of the Registrar Co-operative Societies Himachal Pradesh under section 14 of Himachal Pradesh Co-operative Societies Act, 1968 (Act No. 3 of 1969) do hereby transfer all the Assets and liabilities of the Kullu Valley Woolen Products finishing and Dyeing Processing Co-operative Society Ltd. to the Bhutti Weavers Co-operative Society Ltd. Bhutti Colony, P.O. Shamshi, Tehsil and District Kullu, Himachal Pradesh with immediate effect and the registration of the Kullu Valley Woolen Products Dyeing and Finishing Processing Co-operative Industrial Society Ltd. is hereby cancelled.

Sd/-  
Assistant Registrar,  
Co-operative Societies,  
Kullu, Himachal Pradesh.

Office of the Deputy Commissioner, Mandi, District  
Mandi (H. P.)

## NOTIFICATION

Mandi, the 16th March, 2006

No. 16-MND-UDA-6(155)/2005-06 13416-21.—In exercise of the powers vested in me under Rule-5

भाग-3—प्रार्थनालय, विधेयक और विधेयकों पर प्रश्न गणित के प्रतिवेदन, बैधानिक नियम तथा हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश हाई कोर्ट, काईमिथाल न्यायनर तथा न्यायनर आफ इक्वम टेका द्वारा अधिसूचना आदेश इत्यादि

मिनाई एवं जन स्वास्थ्य विभाग

प्रशिक्षण

शिमला-2, 1 मार्च, 2006

संख्या काई0पी0एच0(ग0) (3) 18/94—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के प्रस्ताव द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से इस विभाग की प्रशिक्षण संख्या काई0पी0एच0(ग0) (3) 18/94, तारीख 11-1-2002 द्वारा अधिसूचित हिमाचल प्रदेश मिनाई एवं जन स्वास्थ्य विभाग, नतिष्ठ, प्रशिक्षण (शान्तिक) वर्ग-III (प्रशासक) तकनीकी सेवाएं शर्ती एवं प्रोन्नति नियम, 2002 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्—

of the Municipal (Reservation and Election to the office of the President and Vice President) Rules, 1905 I, Subhasish Pande, I. A. S., Deputy Commissioner, Mandi hereby, authorize the Sub-Divisional Officer, Sadar to administer the oath (from the publication of the official Gazette) as required under section 27 (1) of the Himachal Pradesh Municipal Act, 1994 to the following nominated members of the Municipal Council, Mandi nominated vide Notification No. UD-A(1)-1/2006-Nomination dated 24-2-2006 of the Principal Secretary, Urban Development to the Government of Himachal Pradesh. Shouda with immediate effect:

1. Shri Manjeet Singh Dhamija, r/o H. No. 110/12, Ram Nagar, Mandi, District Mandi Himachal Pradesh.
2. Shri Puran Chand, r/o Khaliar Colony, Mandi, District Mandi, Himachal Pradesh.

SUBHASISH PANDA,

Deputy Commissioner,

Mandi, District Mandi,  
Himachal Pradesh.

Office of the District Magistrate, Solan, District  
Solan, Himachal Pradesh.

## NOTIFICATION/ORDER

Solan, the 7th March, 2006

No. HC/12-369/89-XIII-1208-1258. In exercise of the powers vested in me under section 7(1) of the Moral Traffic (Prevention) Act, 1956 and subsequent Rules made there under, I, Rajesh Kumar, IAS, District Magistrate, Solan, District Solan do hereby notify all Forest/PWD/Tourism Rest Houses and Circuit Houses/Hotels/Guest Houses/Transit Accommodation/Tourist Bungalows of the Departments/Corporations/Autonomous Bodies/Boards, Serias/Hostels/Cinema Halls/Video Houses and other places which are within a distance of 200 meters of any place of public interest like educational institutions, nursing homes, bus stands, railway stations, place of worship, nari-niketans, bal-balika ashrams, infiltration/shelter homes set up for destitutes, aged and infirm situated within the jurisdiction of Solan District as public places for the purpose of section 7(1) of the said Act with immediate effect.

SC/-  
District Magistrate,  
Solan, District Solan,  
Himachal Pradesh.

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश मिनाई एवं जन स्वास्थ्य विभाग, नतिष्ठ प्रशिक्षण (शान्तिक) वर्ग-III (प्रशासक) सेवाएं शर्ती एवं प्रोन्नति (प्रथम संशोधन) नियम, 2006 है।

(2) ये नियम 1-5-2005 से प्रवृत्त होंगे।

2. उपाखण्ड 'क' का संशोधन—(क) मन्त्र संख्या 4 के अन्तर्गत विद्यमान उपखण्डों के स्थान पर निम्नलिखित प्रतिस्थापित किये जायेंगे अर्थात्, नियमन आधार पर नियुक्त के लिए 5800-200-7000-220-8100-275-9200 रुपये।

(ख) मन्त्र संख्या 10 के अन्तर्गत विद्यमान उपखण्डों के स्थान पर निम्नलिखित प्रतिस्थापित किये जायेंगे, अर्थात्:—

(i) 42 प्रतिशत मीठी शर्ती या संविधा के आधार पर सम्बन्धित शर्ती अधिकरण के माध्यम से।

- (ii) 22 प्रतिशत सीधी भर्ती द्वारा विभागीय स्तर पर बैच बांध आधार पर संविदा द्वारा।
- (iii) 21 प्रतिशत उन अभ्यर्थियों में से, जो सीधे के आधार पर विभाग द्वारा उचित प्रक्रिया प्रदान करते हुए नियुक्त किये गये हैं और जिनका मान्यता प्राप्त तकनीकी संस्थान से औद्योगिक अभ्यास अर्जन के माध्यम से प्राप्त किया गया है, जिन-स्वास्थ्य विभाग में 7 वर्ष का निर्धारित सेवाकाल है, यदि संविदा के दौरान उचित कार्य और आवश्यक मान्यता प्राप्त पाया गया हो।

#### नियुक्ति द्वारा

परन्तु यह कि इस उप-खण्ड के अधीन नियुक्ति के प्रयास के लिए तैयार संयुक्त वरिष्ठता सूची तैयार की जाएगी जिसमें ऐसे नियुक्ति वाले हैं जो बैच में वरिष्ठ अभ्यर्थियों को उस अभ्यर्थी से ऊपर रखा जायगा जिसने पञ्चातन्त्री बैच में यात्रिक इन्टरमिडियेट में डिप्लोमा प्राप्त किया है।

परन्तु यह और कि जहाँ किसी भर्ती वर्ष में एक ही बैच के एक से अधिक अभ्यर्थी नियुक्ति हेतु विचार में लाए जाने के पात्र हों तब उनकी पारस्परिक वरिष्ठता, यथास्थिति, उनकी उम्र वर्ष की नियुक्ति की तारीख या संविदा के आधार पर भर्ती के लिए चयन करने समय तैयार की गई सैरिट, यदि कोई हो, के आधार पर अवधारित की जायेगी।

परन्तु और यह भी कि इस उप-खण्ड के अधीन नियुक्ति किये जाने वाले कनिष्ठ अभियन्ताओं (यात्रिक) को कठिन श्रेष्ठ उप-संवर्ग में प्रतिनियुक्त किया जायेगा।

#### IV 15 प्रतिशत प्रोन्नति द्वारा।

(ग) स्तम्भ संख्या 11 के सामने विद्यमान उपबन्धों के स्थान पर निम्नलिखित प्रतिस्थापित किए जायेंगे, अर्थात्:

- (i) फोरमैन ग्रेड-1 (यात्रिक) में से जो दसवीं पाम हो और जिन्होंने औद्योगिक प्रशिक्षण संस्थान या समकक्ष रूप में मान्यता प्राप्त संस्थान से मोटर मकेनिक कं ट्रेड में डिप्लोमा प्राप्त किया हो या इसके समकक्ष हो और जिनका 5 वर्ष का निर्धारित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवा, यदि कोई हो, को सम्मिलित करके 5 वर्ष का संयुक्त नियमित सेवाकाल हो, प्रोन्नति द्वारा और फोरमैन ग्रेड-1 (यात्रिक) में से जो दसवीं पाम हो और जिन्होंने औद्योगिक प्रशिक्षण संस्थान से या समकक्ष रूप में मान्यता प्राप्त संस्थान से प्रमाण-पत्र कोर्स प्राप्त किया हो या इसके समकक्ष हो और जिनका 7 वर्ष का नियमित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवा, यदि कोई हो, को सम्मिलित करके 7 वर्ष का संयुक्त नियमित सेवाकाल हो, प्रोन्नति द्वारा 18 प्रतिशत।
- (ii) फोरमैन ग्रेड-1 (यात्रिक) में से प्रोन्नति द्वारा जो दसवीं पाम हो परन्तु कोई तकनीकी अर्हता नहीं रखते हों और जिनका 12 वर्ष का नियमित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवाकाल यदि कोई हो, सम्मिलित करके 12 वर्ष का संयुक्त नियमित सेवाकाल हो 7 प्रतिशत।

प्रोन्नति के प्रयोजन के लिए निम्नलिखित 100 बिन्दु रोल्टर का अनुसरण किया जाएगा:—

#### प्रोन्नति द्वारा:

- (i) रोल्टर बिन्दु 1, 22, 25, 33, 50, 66, 82 और 100 प्रोन्नति (i)
- (ii) रोल्टर बिन्दु 2, 42, 49, 62, 75, 92 और 99 प्रोन्नति (ii)

#### सीधी भर्ती:

बैच-बाईज आधार पर सीधी भर्ती और संविदा के आधार पर नियुक्त व्यक्तियों के नियमितकरण के माध्यम से सीधी भर्ती।

- (i) सम्बन्धित भर्ती अधिकरण के माध्यम से सीधी भर्ती या संविदा आधार पर:

बिन्दु संख्या 4, 6, 8, 10, 12, 14, 16, 18, 20, 24, 26, 28, 30, 32, 34, 36, 38, 40, 41, 44, 46, 48,

52, 54, 56, 58, 60, 64, 68, 70, 72, 74, 76, 78, 80, 84, 86, 88, 90, 94, 96 और 98

- (ii) विभागीय स्तर पर बैच-बाईज आधार पर सीधी भर्ती या संविदा द्वारा बिन्दु संख्या 3, 7, 11, 15, 19, 23, 29, 35, 39, 45, 51, 55, 59, 63, 67, 71, 77, 81, 85, 89, 93 और 97

- (iii) उपरोक्त स्तम्भ संख्या (i) और (ii) के उपबन्धों के अनुसार विभागीय स्तर पर संविदा आधार पर नियुक्त व्यक्तियों के नियमितकरण द्वारा बिन्दु संख्या 5, 9, 13, 17, 21, 27, 31, 37, 43, 47, 53, 57, 61, 65, 69, 73, 79, 83, 87, 91 और 95 रोल्टर बिन्दु प्रत्येक 100 बिन्दु के पञ्चातन्त्र: दोहराया जाएगा जब तक कि सभी प्रवर्गों को ही गई प्रतिनियुक्ति प्राप्त न हो जाय। उसके पञ्चातन्त्र स्थितियों उन्नी प्रवर्ग में सरी जायेगी जिस प्रवर्ग में पद रिक्त होता है।

(घ) स्तम्भ संख्या 15 के सामने विद्यमान उपबन्धों के पञ्चातन्त्र निम्नलिखित जोड़ा जायेगा, अर्थात्:—

#### (1) संकल्पना:

3. 15-क संविदा नियुक्ति द्वारा पद पर नियुक्ति के लिए चयन।  
(क) इस पालिसी के अन्तर्गत सिखाई एवं जन स्वास्थ्य विभाग में कनिष्ठ अभियन्ता (यात्रिक) संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जाएगा जो काम पर उनकी कार्यक्षमता और कार्य तथा प्राचरण को देखते हुए वयान्वर आधार पर बढ़ाया जा सकेगा तथापि उनकी सेवाएं एक मास का नोटिस देकर या एक मास के नोटिस के बदले संशय पर एक वर्ष से पूर्व समाप्त कर दी जाएगी यदि उपलब्ध कार्यभार या उनकी कार्यक्षमता उनके प्रतिधारण गुणगुण नहीं है।

(ख) प्रमुख अभियन्ता (इंजनीयर-इन-चार्ज) रिक्त पदों को संविदा के आधार पर भरने के लिए सरकार का अनुमोदन प्राप्त करने के पञ्चातन्त्र रिक्त पदों का विवरण दो प्रमुख समाचार पत्रों में विज्ञापित करवाएगा और विहित अर्हताओं और इन नियमों में यथाविहित अन्य पात्रता शर्तों को पूरा करने वाले अभ्यर्थियों में आवेदन आमन्त्रित करेगा।

(ग) चयन इन नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

(घ) इन नियमों के अधीन इस प्रकार चयनित संविदा अभ्यर्थियों को सरकारी नौकरी में नियमितकरण या स्थाई आमेन का दावे करने का कोई अधिकार नहीं होगा।

(ङ) संविदा नियुक्ति के लिए आयु और अर्हता भर्ती एवं प्रोन्नति नियमों के स्तम्भ संख्या 6 और 7 में अन्तर्लिखित उपबन्धों के अनुसार होगी।

#### (II) संशय परिलब्धियां:—

संविदा के आधार पर की गई नियुक्तियों के लिए 6000/- रुपये प्रतिमास (नौ जनजातीय क्षेत्रों में) और 7500/- रुपये प्रतिमास (जन जातीय क्षेत्रों में) नियत उपलब्धियां या जो भी सरकार द्वारा समय-समय पर नियुक्त किया जाएगा।

- (III) नियुक्ति/अनुशासनिक प्राधिकारी संविदा पर नियुक्ति कृत के सम्बन्धित अधीक्षण अभियन्ता द्वारा रिक्त पदों के विरुद्ध की जाएगी। सम्बन्धित वस्तु का अधीक्षण अभियन्ता नियुक्ति/अनुशासनिक प्राधिकारी होगा।

(IV) चयन प्रक्रिया:— संविदा नियुक्ति के मामले में पद पर नियुक्ति के लिए चयन सीधे परीक्षा के आधार पर किया जाएगा या यदि पाठ्यक्रम समीचीन समझा जाए तो लिखित परीक्षा या पाठ्यक्रम हलवा चयन समिति द्वारा इन नियमों के अन्तर्गत विहित किया जाएगा।

- (V) सविदात्मक नियुक्तियों के लिए चयन समिति:

(i) जैसी कि सक्षम प्राविष्टागी द्वारा समय-समय पर गठित की जाए। चयन, उम्मीदवारों का माक्षा कर करते



हुए और अंकों के आधार पर निम्न प्रकार से किया जायेगा :—

क्र० सं०	विशिष्टियाँ	अंक	टिप्पणियाँ
1	भर्तृहताएं डिप्लोमा/डिग्री कार्य पालन	30	प्राप्त अंकों की प्रतिशतता का 30 प्रतिशत नमूना डिग्रीधारियों को 5 अंकों का अधिमान।
2	कार्य अनुभव	20	—
3	स्नातकोत्तर	20	डिग्री स्तर पर प्राप्त अंकों की प्रतिशतता का 10 प्रतिशत।
4	हिमाचल प्रदेश की हडियों, रीतियों और बोलियों का ज्ञान।	10	—
5	साक्षात्कार/मौखिक परीक्षा	20	—

(ii) सविदात्मक कनिष्ठ अभियन्ताओं के कार्य निर्धारण के लिए, वार्षिक कार्य कुशलता रिपोर्ट अधिशासी अभियन्ता स्तर पर की जाएगी।

(iii) कार्यकुशलता रिपोर्ट, समाप्त द्वारा 7 वर्ष की माँवदात्मक सेवा के पूर्ण होने के पश्चात् नियमित नियुक्ति के लिए भिन्नारिण करने का आधार होगी।

(vi) करार—नियुक्ति के लिए किसी अभ्यर्थी के चयन के पश्चात्, वह इन नियमों से सलग उपाबंध 'ख' के अनुसार करार पर हस्ताक्षर करेगा/करेगी।

(vii) निबन्धन एवं भर्त—(क) सविदा आधार पर की गई नियुक्तियों के लिए 6000/- रुपये प्रतिमास (नैर जन-जातीय क्षेत्रों में) और 7500/- रुपये प्रतिमास (जन-जातीय क्षेत्रों में) नियत उपलब्धियाँ या जैसी सरकार द्वारा समय-समय पर नियत की जाएगी।

(ख) सविदा पर नियुक्त व्यक्ति का कार्य/आवरण ठीक न पाया जाने की दशा में नियुक्ति समाप्त की जाने के लिए दायी होगी।

(ग) सविदा आधार पर नियुक्ति पक्षधारी को किसी भी अवस्था में सेवा के नियामनिकरण के लिए कोई अधिकार प्रदान नहीं करेगा।

(घ) सविदा पर नियुक्त व्यक्ति, एक मास की सेवा पूरी करने के पश्चात्, एक दिन के आकस्मिक अवकाश का हकदार होगा। सविदा पर नियुक्त व्यक्ति को किसी प्रकार का अन्य कोई अवकाश अनुज्ञेय नहीं होगा। वह चिकित्सा प्रतिपत्ति और एम्बुलींसी 0 इन्चार्ज के लिए भी हकदार नहीं होगा/होगी। नियमानुसार केवल प्रदत्त अवकाश दिया जाएगा।

(ङ) निबन्धक अधिकारी के अनुमोदन के बिना कर्तव्यों से अनधिकृत अनुपस्थिति में स्वतः ही सविदा का पर्यवसान (समापन) हो जाएगा। सविदा पर नियुक्त व्यक्ति कर्तव्य (कार्य) में अनुपस्थिति की अवधि के लिए वेतन लेने का हकदार नहीं होगा।

(च) सविदा पर नियुक्त व्यक्ति का एक स्थान से दूसरे स्थान पर स्थानान्तरण अनुज्ञान नहीं किया जाएगा।

(छ) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना श्रेष्ठ प्रमाण-पत्र प्रस्तुत करना होगा। 12 मप्ताह से अधिक समय से गर्भवती, महिला अभ्यर्थी प्रसव होने तक, पर्याप्त तौर पर अनुपपुक्त समझी जायेगी। महिला अभ्यर्थियों का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी से शारीरिक भ्रमंथता के लिए पुनः निरीक्षण करवाया जाएगा।

(ज) सविदा पर नियुक्त व्यक्ति को यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अधोक्षित हो, वह, उस पर जैसा कि नियमित कर्मचारी को लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा।

(viii) नियमित नियुक्ति के लिए दावा करने का अधिकार—इन नियमों के अधीन सविदा आधार पर लगाए गए अभ्यर्थी का विभाग में किसी भी अवस्था में नियामनिकरण/स्थायी आमेलन का दावा करने का कोई अधिकार नहीं होगा।

आवेश द्वारा,

हस्ताक्षरित/  
प्रधान सचिव।

उपाबंध-‘ख’

सिचार्ड एवं जन स्वास्थ्य विभाग के माध्यम से हिमाचल प्रदेश सरकार कनिष्ठ अभियन्ता (यान्त्रिक) के मध्य निष्पादित किए जाने वाले सविदा/करार का प्ररूप

यह करार श्री/श्रीमती..... गुप्त/पुत्री श्री....., निवासी....., सविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् 'प्रथम पक्षकार' कहा गया है), और अधीक्षण अभियन्ता सिचार्ड एवं जन स्वास्थ्य हिमाचल प्रदेश के माध्यम से राज्यपाल, हिमाचल प्रदेश (जिसे इसमें इसके पश्चात् 'द्वितीय पक्षकार' कहा गया है) के मध्य आज तारीख..... वर्ष..... को किया गया।

'द्वितीय पक्षकार' ने उपर्युक्त प्रथम पक्षकार को लगाया है और प्रथम पक्षकार ने कनिष्ठ अभियन्ता (यान्त्रिक) के रूप में सविदा आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दे दी है :—

1. यह कि प्रथम पक्षकार कनिष्ठ अभियन्ता (यान्त्रिक) के रूप में..... से प्रारम्भ होने और..... को समाप्त होने वाले दिन..... तक, एक वर्ष की अवधि के लिए, द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप में उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ सविदा, शांतिरी कार्य बिबस को प्रर्वात्त..... दिन को स्वयमेव ही पर्यवसित (समाप्त) समझी जाएगी और सूचना नॉटिस आवश्यक नहीं होगा।

2. प्रथम पक्षकार का सविदा वेतन 6000/- रुपये प्रतिमास नैर जन-जातीय क्षेत्रों और 7500/- रुपये (जन-जातीय क्षेत्रों में) होगा।

3. प्रथम पक्षकार की सेवा बिलकुल अस्थायी आधार पर होगी। यदि सविदा पर नियुक्त व्यक्ति का कार्य/आवरण ठीक नहीं पाया जाता है तो नियुक्ति समाप्त (पर्यवसित) की जाने के लिए दायी होगी।

4. सविदात्मक नियुक्ति किसी भी अवस्था में नियमित सेवा के लिए पक्षधारी को कोई अधिकार प्रदान नहीं करेगी।

5. सविदात्मक कनिष्ठ अभियन्ता (सिचार्ड) एक मास की सेवा करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार



होगा। संविधानिक कनिष्ठ अभियन्ता (मैकैनि) का किसी प्रकार का अन्य कोई अवकाश अनुज्ञेय नहीं होगा। वह चिकित्सा प्रशिक्षण और एन.डी.ओ. श्रेणी के लिए भी हकदार नहीं होगा। नियमानुसार कबल प्रशिक्षण अवकाश दिया जाएगा।

6. नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्य से अनधिकृत अनुपस्थिति से स्वतः संविदा का पदोन्नति (समापन) हो जाएगा। संविधानिक कनिष्ठ अभियन्ता (मानिक), कर्तव्य से अनुपस्थित होने की प्रतीति के लिए बतलाने का हकदार नहीं होगा।
7. संविदा आधार पर कनिष्ठ अभियन्ता (मानिक) का एक स्थान से दूसरे स्थान पर स्थानान्तरण किसी भी दशा में अनुज्ञात नहीं होगा।
8. चयनित अभ्यर्थी को सरकारी/राज्यीकृत चिकित्सा व्यवसायी से ग्रहण आरोग्य प्रमाणपत्र प्रस्तुत करना होगा। 12 माह से अधिक समय से गैरमेवती होने की दशा में, महिला अभ्यर्थी प्रसव होने तक, अस्थायी तौर पर अनुपस्थित समझी जाएगी, महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी से शारीरिक मंजूरी के लिए पुनः निरीक्षण करवाया जाएगा।
9. संविधानिक कनिष्ठ अभियन्ता (मानिक) का यदि अपन पदवीय कर्तव्यों के सम्बन्ध में दोरे पर जाना अपेक्षित हो, वह उसी दर पर, जैसा कि नियमित प्रतिस्थापी (उत्तर पाटी) अधिकारी को दिया जा रहा है, यात्रा भत्ता/दैनिक भत्ता का हकदार होगा।
10. संविधानिक नियुक्त व्यक्ति (व्यक्तियाँ) को कर्मचारी समूह वेतन स्कीम के साथ-साथ ई.पी.ओ.एफ./जी.पी.ओ.एफ. भी लागू नहीं होगा।

[Authoritative English text of this Department Notification No. IPH(A)(3)-18/94, dated 1st March, 2006 as required under clause (3) of Article 348 of the Constitution of India]

## IRRIGATION & PUBLIC HEALTH DEPARTMENT

### NOTIFICATION

Shimla-2, the 1st March, 2006

No. IPH(A)(3)-18/94. In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with Himachal Pradesh Public Service Commission, is pleased to make the following rules further to amend Himachal Pradesh Department of Irrigation & Public Health, Junior Engineer (Mechanical) Class-III (Non-Gazetted) Technical Services, Recruitment and Promotion Rules, 2002, notified vide this Department notification No. IPH(A)(3)-18/94, dated 11-1-2002, namely :-

1. **Short title and commencement.** (1) These rules may be called the Himachal Pradesh Department of Irrigation & Public Health, Junior Engineer (Mechanical) Class-III (Non-Gazetted) Technical Services, Recruitment & Promotion Rules (1st Amendment) Rules, 2006.

(2) These rules shall be deemed to have come into force with effect from 1-5-2005.

2. **Amendment of Annexure-A.**—(1) For the existing provision against Col. No. A, the following shall be substituted, namely :—

Rs. 5800-200 7000-220-3100-275-9200 For appointment made on regular basis.

(b) For the existing provision against Col. No. 10, the following shall be substituted, namely :—

(i) 42% by direct recruitment or on contract basis through the concerned recruiting agency.

(ii) 22% by direct recruitment or on contract on batch-wise basis at Departmental level.

(iii) 21% by appointment from amongst the candidates who are appointed on contract basis by the Department by adopting proper procedure and who possesses the requisite professional qualification from recognized technical institutions having 7 years of continuous contract service in the Himachal Pradesh Irrigation & Public Health Department, if their performance and conduct during service has been found satisfactory:

Provided that for the purpose of appointment under this Sub-Clause the year-wise combined seniority lists shall be prepared wherein the candidate senior in batch in such recruitment year shall be reckoned senior to the candidate who has obtained Diploma in Mechanical Engineering in subsequent batch.

Provided further that wherein the recruitment year more than one candidate of the same batch is eligible to be considered for appointment then their *inter-se* seniority will be determined with reference to their date of appointment in that recruitment year, or the merit, if any, prepared at the time of making selection for recruitment on contract basis, as the case may be:

Provided further that the Junior Engineer (Mech) so appointed under this Sub-Clause shall be deputed in difficult area sub-cadre; and

(iv) 15% by promotion

(c) For the existing provision against Col. No. 11, the following shall be substituted, namely :

(i) By promotion from amongst the Foremen, Grade-I (Mechanical) who are Matriculate and have obtained Diploma in the trade of Motor Mechanic or its equivalent from an ITI or an Institute duly recognised and possess five year regular service or regular combined with continuous *ad hoc* service, if any, in the grade and by promotion from amongst the Foremen Grade I (Mechanical) who are Matriculates and have obtained Certificate Course in the Trade of Motor Mechanic or its equivalent from an ITI or an institute duly recognised and possess seven year regular service or regular combined with continuous *ad hoc* service, if any in the grade ... 8%

(ii) By promotion from amongst the Foremen Grade-I (Mechanical) who are Matriculates but do not possess any technical qualification and possess twelve years regular service or regular combined with continuous *ad hoc* service, if any, in the grade ... 7%

For filling up the posts of Junior Engineer (Mech.), the following 100 point roster shall be followed:

By promotion :

(i) Roster Points 1st, 22nd, 25th, 33rd, 50th, 66th, 82nd, and 100th ... Promotee (i)

(ii) Roster Points 2nd, 42nd, 49th, 62nd, 75th, 92nd and 99th ... Promotee (ii)

Direct recruitment, direct recruitment on batch-wise basis and direct recruitment through regularization of persons appointed on contract basis :—

(i) Points No. 4th, 6th, 8th, 10th, 12th, 14th, 16th, 18th, 20th, 24th, 26th, 28th, 30th, 32nd, 34th, 36th, 38th, 40th, 41st, 44th, 46th, 48th, 52nd, 54th, 56th, 58th, 60th, 64th, 68th, 70th, 72nd, 74th, 76th, 78th, 80th, 84th, 86th, 88th,

90th, 94th, 96th and 98th by direct recruitment or contract basis through concerned recruiting agency.

- (ii) Points No. 3rd, 7th, 11th, 15th, 19th, 23rd, 29th, 35th, 39th, 45th, 51st, 55th, 59th, 63rd, 67th, 71st, 77th, 81st, 85th, 89th, 93rd and 97th by direct recruitment or contract on batch-wise basis at departmental level.

- (iii) Points No. 5th, 9th, 13th, 17th, 21st, 27th, 31st, 37th, 43rd, 47th, 53rd, 57th, 61st, 65th, 69th, 73rd, 79th, 83rd, 87th, 91st and 95th. By regularisation of persons appointed on contract basis as Departmental level as per provisions of Col. No. 10 (i) and (ii) above.

The roster will be rotated after every 100 points till the representation to all categories is achieved by the given percentage. Thereafter the vacancy is to be filled up from the category which vacates the posts.

(d) After the existing provision against Col. No. 15, the following shall be added namely:—

#### (I) CONCEPT :

15-A Selection for appointment to the post by contract appointment.—(a) Under this policy, the Junior Engineer (Mech.) in I & PH Department, H. P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis depending upon their performance and work and conduct on the job. However, their services will be terminated even prior to the completion of one year period, on issuance of one month notice or payment in lieu of the notice of one month, if available work load or their performance does not merit their retention.

(b) The Engineer-in-Chief after obtaining the approval of the Government to fill the vacant posts on contract basis will advertise the details of the vacant posts in two leading newspapers and invite applications from candidates having the prescribed qualifications and fulfilling the other eligibility conditions as prescribed in these Rules.

(c) The selection will be made in accordance with the eligibility conditions prescribed in these Rules.

(d) Contract appointee so selected under these Rules will not have any right to claim regularization or permanent absorption in Government job.

(e) The age and qualification for the contract appointment will be as per the provisions contained in Col. No. 6 and 7 of the R & P Rules.

#### (II) EMOLUMENT PAYABLE :

For appointments made on contract basis Rs. 6000/- P.M. (in non-tribal areas) & Rs. 7500/- P.M. (in tribal areas) fixed emoluments or as shall be fixed by the Govt. from time to time.

#### (III) APPOINTING/DISCIPLINARY AUTHORITY.

The contract appointment will be made against the vacant posts by the concerned Superintending Engineer of the Circle. The Superintending Engineer of the concerned circle will be appointing and disciplinary authority.

#### (IV) SELECTION PROCESS :

Selection for appointment to the post in the case of Contract Appointment will be made on the basis of viva voce test or if considered necessary or expedient by a written test or practical test the standard/syllabus etc. of which will be determined by the Selection Committee prescribed under these Rules.

#### (V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS :

- (i) As may be constituted by the competent authority from time to time.

The Selection will be made by conducting interviews and assessing the candidates as per the distribution of marks given below:—

Sl. No.	Particulars	Marks	Remarks
1.	Qualifications/Diploma/Degree.	30	30% of the percentage of marks obtained plus weightage of 5 marks for degree holders.
2.	Work Experience	20	—
3.	Post Graduation	20	10% of the percentage of marks obtained at degree level.
4.	Knowledge of customs, Manner and dialects of H.P.	10	—
5.	Interview/Viva-Voce	20	—

- (ii) For the assessment of work of the contractual JEs, annual performance report will be maintained at the Executive Engineer Level.

- (iii) The performance reports will form the basis of assessment by the Committee to make recommendations for regular appointment after completion of 7 years contractual service.

#### (VI) AGREEMENT :

After selection of a candidate for appointment he/she shall sign an agreement as per Annexure-B appended to these Rules.

#### (VII) TERMS AND CONDITIONS :

- (a) For appointments made on contract basis Rs. 6000/- P.M. (in non-tribal areas) & Rs. 7500/- P.M. (in tribal areas) fixed emoluments or as shall be fixed by the Govt. from time to time.

- (b) The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.

- (c) Contract appointment shall not confer any right to the incumbent for regularization in service at any stage.

- (d) Contract appointee will be entitled for one day casual leave after putting in one month service. No leave of any other kind is admissible to the contract appointee. He/she shall not be entitled for Medical Re-imbursement & LTC etc. Only Maternity Leave will be given as per rules.

- (e) Unauthorized absence from the duties without the approval of the Controlling Officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for salary for the period of absence from duty.

- (f) Transfer of contract appointee will not be permitted from one place to another.

- (g) Selected candidate will have to submit a certificate of his/her fitness from a Govt./Registered

Medical Practitioner. Women candidate, pregnant beyond 12 weeks will be considered temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness by an authorized Medical Officer/Practitioner.

- (h) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular staff members.

#### (VIII) RIGHT TO CLAIM REGULAR APPOINTMENT :

The candidate engaged on contract basis under these rules shall have no right to claim for regularization/permanent absorption as Junior Engineer (Mech.) in the Department at any stage.

By order,

S/-  
Principal Secretary.

ANNEXURE-B'

Form of contract/agreement to be executed between the Junior Engineer (Mech.) & the Government of Himachal Pradesh through Irrigation & Public Health Department.

This agreement is made on this..... day of..... in the year..... between Sh./Smt./Kumari..... s/o d/o..... Shri..... i/o..... contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Superintending Engineers IPH Himachal Pradesh (hereinafter the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Junior Engineer (Mech.) on contract basis on the following terms & conditions :—

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Junior Engineer (Mech.) for a period of 1 year commencing on day of..... and ending on the day of..... It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall *ipso facto* stand terminated on the last working day i.e. on..... and information notice shall not be necessary.
2. The contract salary of the FIRST PARTY will be Rs. 6000/- P. M. (in non-tribal areas) and Rs. 7500/- P. M. (in tribal areas).
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.
4. The contractual appointment shall not confer and right to incumbent for regular service at any stage.
5. Contractual Junior Engineer (Mech.) will be entitled for one day casual leave after putting one month service. No other leave of any kind is admissible to the contractual Junior Engineer (Mech.). He will not be entitled for Medical Re-imbursement and LTC etc. Only maternity leave will be given as per Rules.
6. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the

contract. A contractual Junior Engineer (Mech.) will not be entitled for salary for the period of absence from duty.

7. Transfer of a Junior Engineer (Mech.) on contract basis will not be permitted from one place to another in any case.
8. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/practitioner.
9. Contractual Junior Engineer (Mech.) shall be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular counterpart Officer.
10. The Employees Group Insurance Scheme will not be applicable to the contractual appointee(s) as well as EPF/GPF.

मिचार्ड एवं जन स्वास्थ्य विभाग

अधिसूचना

शिमला-171 002, 1 मार्च, 2006

संख्या आई0पी0एच0 (ए0) (बी0) (2) 20-2002—हिमाचल प्रदेश के राजपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदान शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से इस विभाग की अधिसूचना संख्या पी0बी0 डब्ल्यू0 (एम0 सी0) सी0 (ए0) 3-1/94, तारीख 29-01-2002 व दिनांक 20-5-2002 तथा आई0पी0एच0 (ए0) (बी0) (2)-20/2002, तारीख 5-6-2004 द्वारा अधिसूचित हिमाचल प्रदेश मिचार्ड एवं जन स्वास्थ्य विभाग, कनिष्ठ अभियन्ता (सिविल) वर्ग-III (अराजकवित्त) तकनीकी सेवाएं भर्ती एवं प्रोन्नति नियम, 2002 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश मिचार्ड एवं जन स्वास्थ्य विभाग, कनिष्ठ अभियन्ता (सिविल) वर्ग-III (अराजकवित्त) सेवाएं भर्ती एवं प्रोन्नति (प्रथम संशोधन) नियम, 2006 है।

(2) ये नियम 1-5-2005 से प्रवृत्त हुए समझे जायेंगे।

2. उपबन्ध-क' का संशोधन.—(1) स्तम्भ संख्या 4 के मामले विद्यमान उपबन्धों के स्थान पर निम्नलिखित प्रतिस्थापित किये जायेंगे, अर्थात् :—

नियमित आधार पर की गई नियुक्ति के लिए 5800-200-7000-220-8100-275-9200 रुपये।

(2) स्तम्भ संख्या 10 के सामने विद्यमान उपबन्धों के स्थान पर निम्नलिखित प्रतिस्थापित किये जायेंगे, अर्थात् :—

(i) 42 प्रतिशत सीधी भर्ती या सविदा के आधार पर सम्बन्धित भर्ती अभिकरण के माध्यम से;

(ii) 22 प्रतिशत सीधी भर्ती द्वारा विभागीय स्तर पर सविदा द्वारा बीच-वार आधार पर;

(iii) 21 प्रतिशत उन अभ्यर्थियों में से, जो सविदा के आधार पर विभाग द्वारा उचित प्रशिक्षण अर्जनाते हुए नियुक्त किये गये हैं और जिनका मान्यता प्राप्त तकनीकी संस्थान से अक्षेपित व्यवसायिक अहंता के साथ हिमाचल प्रदेश मिचार्ड एवं जन स्वास्थ्य विभाग में 7 वर्ष का निरन्तर सविदा सेवाकाल हो, यदि सेवा के

दौरान उनका कार्य और आचरण सन्तोषजनक पाया गया हो, नियुक्ति द्वारा :

परन्तु यह कि इस उप-खण्ड के अधीन नियुक्ति के प्रयोजन के लिए वर्षवार संयुक्त वरिष्ठता सूची तैयार की जायेगी जिसमें ऐसे नियुक्ति वर्ष के बीच में वरिष्ठ अध्येष्टी को उस अध्येष्टी से ऊपर रखा जायेगा जिसने पश्चात्तर्फी बीच में सिविल इन्जीनियरिंग में डिप्लोमा प्राप्त किया हो :

परन्तु यह और कि जहाँ किसी भर्ती वर्ष में एक ही बीच के एक से अधिक अध्येष्टी नियुक्ति हेतु विचार में लाए जाते हैं तब उनको पारस्परिक वरिष्ठता, यथास्थिति, उनकी उस वर्ष की नियुक्ति की तारीख या संविदा के आधार पर भर्ती के लिए चयन करते समय तैयार की गई मैरिट, यदि कोई हो के आधार पर अन्तर्धारित की जायेगी :

परन्तु यह और भी कि इस उप-खण्ड के अधीन नियुक्ति किये गए कनिष्ठ अभियन्ताओं को कठिन क्षेत्र उप-संवर्ग में प्रतिनियुक्त किया जायेगा, और

#### (iv) 15 प्रतिशत प्रोन्नति द्वारा

स्तम्भ संख्या 15 के सामने विद्यमान उपबन्धों के पश्चात् निम्नलिखित जोड़ा जायेगा; अर्थात:—

#### (i) सकल्पना :

3. 15-अ संविदा नियुक्ति द्वारा पद पर नियुक्ति के लिए चयन.—(क) इस पालिसी के अन्तर्गत सिचाई एवं जन स्वास्थ्य विभाग में हिमाचल प्रदेश में कनिष्ठ अभियन्ता (सिविल) संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जायेगा जो काम पर उनकी कार्य-क्षमता और कार्य तथा आचरण को देखते हुए वर्षानुभव आधार पर बढ़ाया जा सकेगा तथापि उनकी सेवाएं एक मास का नोटिस देकर या एक मास के नोटिस के बदले संदाय पर एक वर्ष की अवधि पूर्ण होने से पूर्व भी यदि उपलब्ध कार्यभार या उनकी कार्यक्षमता उनके प्रतिधारण गुणा गुण नहीं है, समाप्त की जा सकेगी।

(ख) प्रमुख अभियन्ता (इन्जीनियर-इन-चीफ) रिक्त पदों को संविदा के आधार पर भरने के लिए सरकार का अनुमोदन प्राप्त करने के पश्चात् रिक्त पदों का विवरण दो प्रमुख समाचार पत्रों में विज्ञापित कराया जाएगा और विहित अर्हताओं और इन नियमों में यथाविहित अन्य पात्रता शर्तों को पूरा करने वाले अभ्यर्थियों से आवेदन आमन्त्रित करेगा।

(ग) चयन इन नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

(घ) इन नियमों के अधीन इस प्रकार चयनित संविदा अभ्यर्थियों को सरकारी नौकरी में नियमितकरण या म्याई आमेनन का दावा करने का कोई अधिकार नहीं होगा।

(ङ) संविदा नियुक्ति के लिए आयु और अर्हता शर्तों एवं प्रोन्नति नियमों के स्तम्भ संख्या 6 और 7 में अन्तर्लिखित उपबन्धों के अनुसार होगी।

#### (II) संदेय परिलब्धि :

संविदा के आधार पर की गई नियुक्तियों के लिए 6000/- रुपये प्रतिमास (गैर जनजातीय क्षेत्रों में) और 7500/- रुपये प्रतिमास (जनजातीय क्षेत्रों में) नियत उपलब्धियां या जो भी सरकार द्वारा समय-समय पर नियत किया जायेगा।

#### (III) नियुक्ति/अनुशासनिक प्राधिकारी :

संविदा पर नियुक्ति वृत्त के सम्बन्धित अधोक्षण अभियन्ता द्वारा रिक्त पदों के विरुद्ध की जाएगी। सम्बन्धित वृत्त का अधोक्षण अभियन्ता नियुक्ति/अनुशासनिक प्राधिकारी होगा।

#### (IV) चयन प्रक्रिया:

संविदा नियुक्ति के मामले में, पद पर नियुक्ति के लिए चयन मौखिक परीक्षा के आधार पर किया जाएगा या यदि आवश्यक

या समकाल समता जाए तो लिखित परीक्षा या व्यावहारिक परीक्षा द्वारा किया जायेगा जिस का स्तर/ पाठ्यक्रम इत्यादि चयन समिति द्वारा इन नियमों के अन्तर्गत विहित किया जाएगा।

#### (V) संविदात्मक नियुक्तियों के लिए चयन समिति:

(i) जैसी कि सक्षम प्राधिकारी द्वारा समय-समय पर गठित की जाए।

चयन उम्मीदवारों का साक्षात्कार करते हुए और अंकों के आधार पर निम्न प्रकार से किया जायेगा :—

क्रम सं०	विशिष्टियां	अंक	टिप्पणियां
1	2	3	4
1.	अर्हताएं डिप्लोमा/ डिग्री कार्य पालन	30	प्राप्त अंकों की प्रतिशतता का 30 प्रतिशत जमा डिग्रीधारकों को 5 अंकों का अधिमान।
2.	कार्य अनुभव	20	—
3.	स्नातकोत्तर	20	डिग्री स्तर पर प्राप्त अंकों की प्रतिशतता का 10 प्रतिशत।
4.	हिमाचल प्रदेश की रुढ़ियों, रीतियों और बोलियों का ज्ञान।	10	—
5.	साक्षात्कार/ मौखिक परीक्षा	20	—

(ii) संविदात्मक कनिष्ठ अभियन्ताओं के कार्य निष्पारण के लिए वार्षिक कार्य कुशलता रिपोर्ट अधिशासी अभियन्ता स्तर पर तैयार की जाएगी।

(iii) कार्यकुशलता रिपोर्ट, समिति द्वारा 7 वर्ष की संविदात्मक सेवा के पूर्ण होने के पश्चात् नियमित नियुक्ति के लिए सिफारिश करने का आधार होगी।

#### (VI) करार :

नियुक्ति के लिए किसी अभ्यर्थी के चयन के पश्चात्, वह इन नियमों से सम्बन्धित उपबन्ध 'ख' के अनुसार करार पर हस्ताक्षर करेगा/करेगी।

#### VII निबन्धन एवं शर्तें :

(क) संविदा आधार पर की गई नियुक्तियों के लिए 6000/- रुपये प्रतिमास (गैर जनजातीय क्षेत्रों में) और 7500/- रुपये प्रतिमास (जनजातीय क्षेत्रों में) नियत उपलब्धियां या जैसी सरकार द्वारा समय-समय पर नियत की जाएंगी।

(ख) संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठाकन पाया जाने की दशा में नियुक्ति समाप्त की जाने के लिए दायी होगी।

(ग) संविदा आधार पर नियुक्ति पदधारी को किसी भी अवस्था में सेवा के नियमितकरण के लिए कोई अधिकार प्रदान नहीं करेंगे।

(घ) संविदा पर नियुक्त व्यक्ति, एक मास की सेवा पूरी करने के पश्चात्, एक दिन के आकस्मिक अवकाश का हकदार होगा। संविदा पर नियुक्त व्यक्ति को किसी प्रकार का अन्य कोई अवकाश अनुज्ञेय नहीं होगा। वह चिकित्सा प्रतिपूर्ति और एल० टी० सी० इत्यादि के लिए भी हकदार नहीं होगा/होगी। नियमानुसार केवल प्रसूति अवकाश दिया जाएगा।

(ङ) नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्यों से अनाधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्याप्तमान (समापन) हो जाएगा। संविदा पर नियुक्त व्यक्ति कर्तव्य (कार्य) से

अनुपस्थिति की अवधि के लिए वेतन लेने का हकदार नहीं होगा।

(च) संविदा पर नियुक्त व्यक्ति का एक स्थान में दूसरे स्थान पर स्थानान्तरण अनुज्ञान नहीं किया जाएगा।

(छ) चयनित प्रम्परी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना श्रोत प्रमाण-पत्र प्रस्तुत करना होगा। 12 मनाह से अधिक समय में गर्भवती, महिला अम्परी, प्रसव होने तक, अस्थाई तौर पर अनुपयुक्त समझी जायेगी। महिला अम्परियों का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी में शारीरिक समर्थता के लिए पुनः निरीक्षण करवाया जाएगा।

(ज) संविदा पर नियुक्त व्यक्ति को यदि अपने पदीय कर्तव्यों के सम्बन्ध में दोरे पर जाना अपेक्षित हो, वह उस दर पर जैसा कि नियमित कर्मचारियों को लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा।

#### VIII नियमित नियुक्ति के लिए दावा करने का अधिकार:

इन नियमों के अधीन संविदा के आधार पर लगाए गए अम्परी को विभाग में किसी भी अवस्था में कनिष्ठ अभियन्ता (सिविल) के रूप में नियमितिकरण/स्थायी आमलन का दावा करने का कोई अधिकार नहीं होगा।

आदेश द्वारा,

हस्ताक्षरित/-  
प्रधान सचिव।

उपावध-‘ब’

सिचाई एवं जन स्वास्थ्य विभाग के माध्यम से हिमाचल प्रदेश सरकार और कनिष्ठ अभियन्ता (सिविल) के मध्य निष्पादित किए जाने वाले संविदा/करार का प्रकृत।

यह करार श्री/श्रीमती ..... पुर्व/पुत्री श्री ..... निवासी ..... संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् ‘प्रथम पक्षकार’ कहा गया है) और अधीक्षण अभियन्ता सिचाई एवं जन स्वास्थ्य हिमाचल प्रदेश के माध्यम से राज्यपाल, हिमाचल प्रदेश (जिसे इसमें इसके पश्चात् ‘द्वितीय पक्षकार’ कहा गया है) के मध्य आज तारीख ..... वर्ष ..... को किया गया।

‘द्वितीय पक्षकार’ ने उपरोक्त प्रथम पक्षकार को लगाया है और प्रथम पक्षकार ने कनिष्ठ अभियन्ता (सिविल) के रूप में संविदा आधार पर निम्नलिखित नियन्धन और शर्तों पर सेवा करने के लिए सहमति दे दी है:—

1. यह कि प्रथम पक्षकार कनिष्ठ अभियन्ता (सिविल) के रूप में .... से प्रारम्भ होने और .... को समाप्त होने वाले दिन .... तक एक वर्ष की अवधि के लिए, द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आबिरो कार्य दिवस को अर्थात् ..... दिन को स्वयंमेव ही पर्यवसित (समाप्त) समझी जाएगी और सूचना नोटिस आवश्यक नहीं होगा।
2. प्रथम पक्षकार का संविदा वेतन 6000/- रुपये प्रतिमास गैर जन जातीय क्षेत्रों में और 7500/- रुपये प्रतिमास (जन जातीय क्षेत्रों में) होगा।
3. प्रथम पक्षकार की सेवा बिल्कुल अस्थाई आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है तो नियुक्ति समाप्त (पर्यवसित) की जाने के लिए दायी होगा।
4. संविदात्मक नियुक्ति किसी भी अवस्था में नियमित सेवा के लिए पदधारी को कोई अधिकार प्रदान नहीं करेगी।
5. संविदात्मक कनिष्ठ अभियन्ता (सिविल) एक मास की सेवा करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा।

संविदात्मक कनिष्ठ अभियन्ता (सिविल) को किसी प्रकार का अन्य कोई अवकाश अनुज्ञेय नहीं होगा। वह चिकित्सा प्रतिपुनर और एल0 टी0 सी0 इत्यादि के लिए भी हकदार नहीं होगा। नियमानुसार केवल प्रसूति अवकाश दिया जाएगा।

6. नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्य में अनुपस्थित अनुपस्थिति में स्वतः संविदा का पर्यवसान (समाप्त) हो जाएगा। संविदात्मक कनिष्ठ अभियन्ता (सिविल), कर्तव्य से अनुपस्थित होने की अवधि के लिए वेतन लेने का हकदार नहीं होगा।
7. संविदा आधार पर कनिष्ठ अभियन्ता (सिविल) का एक स्थान में दूसरे स्थान पर स्थानान्तरण किसी भी दशा में अनुज्ञान नहीं होगा।
8. चयनित प्रम्परी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना श्रोत प्रमाण-पत्र प्रस्तुत करना होगा। 12 मनाह में अधिक समय में गर्भवती होने की दशा में, महिला अम्परी प्रसव होने तक, अस्थाई तौर पर अनुपयुक्त समझी जाएगी, महिला अम्परी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी में शारीरिक समर्थता के लिए पुनः निरीक्षण करवाया जाएगा।
9. संविदात्मक कनिष्ठ अभियन्ता (सिविल) का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दोरे पर जाना अपेक्षित हो, वह उस दर पर जैसा कि नियमित प्रतिस्थानों (काउन्टर पार्ट) अधिकारी को यथा लागू है, यात्रा भत्ता/दैनिक भत्ता का हकदार होगा।
10. संविदात्मक नियुक्त व्यक्ति (व्यक्तियों) को कर्मचारी समूह वीमा स्कीम के साथ-साथ ई0 पी0 एफ0/जी0 पी0 एफ0 भी लागू नहीं होगा।

[Authoritative English text of this Department Notification No. IPH(A)(B) (2)-20/2002, dated 1-3-2006 as required under clause (3) of Article 348 of the Constitution of India].

#### IRRIGATION AND PUBLIC HEALTH DEPARTMENT

##### NOTIFICATION

Shinla-171002, the 1st March, 2006

No. IPH(A)(B)(2)-20/2002.—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with Himachal Pradesh Public Service Commission, is pleased to make the following rules further to amend Himachal Pradesh, Irrigation & Public Health Department Junior Engineer (Civil) Class-III (Non-Gazetted) Technical Services, Recruitment and Promotion Rules, 2002, notified vide this Department Notification No. PBW(SC)C(A)3-1/94 dated 29-1-2002, 20-5-2002 & IPH(A)(B)(2)-20/2002, dated 5-6-2004, namely:—

1. *Short title and commencement.*—(1) These rules may be called the Himachal Pradesh Department of Irrigation & Public Health, Junior Engineer (Civil) Class-III (Non-Gazetted) Technical Services, Recruitment & Promotion Rules (1st Amendment) Rules, 2006.

(2) These rules shall be deemed to have come into force w. e. f. 1-5-2005.

2. *Amendment of Annexure-A.*—For the existing provision against Col. No. 4 the following shall be substituted, namely:—

Rs. 5800-200—7000-220—8100-275—9200 for appointment made on regular basis.

(2) For the existing provision against Col. No. 10, the following shall be substituted, namely:—

(i) 42% by direct recruitment or on contract basis through the concerned recruiting agency;

(ii) 22% by direct recruitment or on contract on batch-wise basis at Departmental level;

- (iii) 21% by appointment from amongst the candidates who are appointed on contract basis by the Department by adopting proper procedure and who possess the requisite professional qualifications from recognized technical institutions having 7 years of continuous contract service in Himachal Pradesh Irrigation & Public Health Department, if their performance and conduct during service has been found satisfactory:

Provided that for the purpose of appointment under this Sub Clause the year wise combined seniority list shall be prepared wherein the candidate senior in batch in such recruitment year shall be reckoned senior to the candidate who has obtained Diploma in Civil Engineering in subsequent batch:

Provided further that where in a recruitment year more than one candidate of the same batch is eligible to be considered for appointment then their *inter-se* seniority will be determined with reference to their date of appointment in that recruitment year or the merit, if any, prepared at the time of making selection for recruitment on contract basis as the case may be:

Provided further that the J. Es. appointed under this Sub-clause shall be deputed in difficult area sub-cadre; and

- (iv) 15% by promotion.

(3) After the existing provision against Col. No. 15 the following shall be added, namely:—

#### (I) CONCEPT :

15-A Selection for appointment to the post by contract appointment.—(a) Under this policy, the Junior Engineer (Civil) in I&PH Department, H. P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis depending upon their performance and work and conduct on the job. However, their services may be terminated even prior to the completion of one year period, on issuance of one month notice or payment in lieu of the notice of one month, if available work load or their performance does not merit their retention.

(b) The Engineer-in-Chief after obtaining the approval of the Government to fill the vacant posts on contract basis will advertise the details of the vacant posts in two leading newspapers and invite applications from candidates having the prescribed qualifications and fulfilling the other eligibility conditions as prescribed in these Rules.

(c) The selection will be made in accordance with the eligibility conditions prescribed in these Rules.

(d) Contract appointees so selected under these Rules will not have any right to claim regularization or permanent absorption in Govt. Job.

(e) The age and qualification for the contract appointment will be as per the provisions contained in Col. No. 6 and 7 of the R & P Rules.

#### (II) EMOLUMENT PAYABLE :

For appointments made on contract basis : Rs. 6000/- P. M. (in non-tribal areas) & Rs. 7500/- P. M. (in tribal areas) fixed emoluments or as shall be fixed by the Govt. from time to time.

#### (III) APPOINTING/DISCIPLINARY AUTHORITY :

The contract appointment will be made against the vacant posts by the concerned Superintending Engineer of the circle. The Superintending Engineer of the concerned circle will be the appointing and disciplinary authority.

#### (IV) SELECTION PROCESS :

Selection for appointment to the post in the case of Contract Appointment will be made on the basis of *viva-voce* test or if considered necessary or expedient by a written test or practical test the standard/syllabus etc. of which will be determined by the Selection Committee prescribed under these Rules.

#### (V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS :

- (i) As may be constituted by the competent authority from time to time.

The Selection will be made by conducting interviews and assessing the candidates as per the distribution of marks given below :—

Sl. No.	Particulars	Marks	Remarks
1	2	3	4
1.	Qualifications Diploma/Degree/Performance.	30	30% of the percentage of mark obtained plus weightage of 5 marks for degree holders.
2.	Work Experience	20	—
3.	Post graduation	20	10% of the percentage of marks obtained at degree level.
4.	Knowledge of customs, manners and dialects of H. P.	10	—
5.	Interview/Viva-Voce	20	—

- (ii) For the assessment of work of the contractual JEs, annual performance report will be maintained at the Executive Engineer level.

- (iii) The performance reports will form the basis of assessment by the Committee to make recommendations for regular appointment after completion of 7 years Contractual service.

#### (VI) AGREEMENT :

After selection of a candidate for appointment he/she shall sign an agreement as per Annexure-B appended to these rules.

#### (VII) TERMS AND CONDITIONS :

(a) For appointments made on contract basis Rs. 6000/- P. M. (in non-tribal areas) & Rs. 7500/- P. M. (in tribal areas) fixed emoluments or as shall be fixed by the Govt. from time to time.

(b) The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.

(c) Contract appointment shall not confer any right to the incumbent for regularization in service at any stage.

(d) Contract appointee will be entitled for one day casual leave after putting one month service. No leave of any other kind is admissible to the contract appointee. He/she shall not be entitled for Medical Reimbursement & LTC etc. Only Maternity leave will be given as per rules.

(e) Unauthorized absence from the duties without the approval of the Controlling Officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for salary for the period of absence from duty.



(f) Transfer of contract appointee will not be permitted from one place to another.

(g) Selected candidate will have to submit a certificate of his/her fitness from a Govt./Registered Medical Practitioner. Women candidate, pregnant beyond 12 weeks will be considered temporarily unfit till the confinement is over. The Women candidates will be re-examined for the fitness by an authorized Medical Officer/Practitioner.

(h) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular staff members.

#### (VIII) RIGHT TO CLAIM REGULAR APPOINTMENT :

The candidate engaged on contract basis under these rules shall have no right to claim for regularization/permanent absorption as Junior Engineer (Civil) in the Department at any stage.

By order,

Sd/-  
Principal Secretary.

ANNEXURE - "B"

Form of contract/agreement to be executed between the Junior Engineer (Civil) & the Government of Himachal Pradesh through Irrigation & Public Health Department.

This agreement is made on this ..... day of ..... in the year ..... Between Sh./Smt./Km. .... s/o/d/o Shri. .... r/o. ...., contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Superintending Engineer IPH Himachal Pradesh (here-in-after the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Junior Engineer (Civil) on contract basis on the following terms & conditions :-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a Junior Engineer (Civil) for a period of 1 year commencing on day of ..... and ending on the day of ..... It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall *ipso-facto* stand terminated on the last working day i.e. on ..... And information notice shall not be necessary.
2. The contract salary of the FIRST PARTY will be Rs. 6000/- P. M. (in non-tribal areas) and Rs. 7500/- P. M. (in tribal areas).
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.
4. The contractual appointment shall not confer any right to incumbent for the regular service at any stage.
5. Contractual Junior Engineer (Civil) will be entitled for one day casual leave after putting one month service. No other leave of any kind is admissible to the contractual Junior Engineer (Civil) He will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.

6. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. A contractual Junior Engineer (Civil) will not be entitled for salary for the period of absence from duty.

7. Transfer of a Junior Engineer (Civil) on contract basis will not be permitted from one place to another in any case.

8. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer practitioner.

9. Contractual Junior Engineer (Civil) shall be entitled to TD/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular counter-part officer.

10. The Employees Group Insurance Scheme will not be applicable to the contractual appointee(s) as well as EPF/GPF.

श्रम विभाग

प्रार्थीमूचनाएं

शिमला-1, 10 मार्च, 2006

संख्या 11-2/86 (नैब0) आई0 डी0/06-बिलासपुर--प्रधो-हस्ताक्षरी को यह प्रतीत होता है कि Shri Lala Ram s/o Shri Labh Singh, Village Mandiali, Sub-Tehsil Naina Devi Ji, District Bilaspur (H P.) Vs. Divisional Forest Officer (Wild Life), Hamirpur, District Hamirpur (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

प्रोर औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा-12 की उप-धारा (5) के अधीन विचार करने के उपरान्त अधोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

धन: हिमाचल प्रदेश सरकार द्वारा जारी अधिमूचना संख्या 19-8/89-श्रम (नृज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस मामले को उक्त अधिनियम की धारा-7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे ब्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है।

"Whether the termination of services of Shri Lala Ram s/o Shri Labh Singh workman by the Divisional Forest Officer (Wild-Life Division), Hamirpur, District Hamirpur (H P.) w. e. f. 1-4 2002 without complying the provisions of the Industrial Disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?"

शिमला-1, 10 मार्च, 2006

संख्या 11-1/95 (नैब) आई0 डी0/रामपुर--प्रधोहस्ताक्षरी को यह प्रतीत होता है कि Shri Amar Chand s/o Shri Kaul Ram, Village Gola, P. O Tandi, Teh il Anni, District Kullu (H P.) Vs. Divisional Forest Officer, Lohri, Tehsil Anni, District Kullu (H P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा 12 की उप-धारा (5) के अधीन विचार करने के उपरान्त अधोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस मामले की उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है :—

“Whether the termination of services of Shri Amar Chand s/o Shri Kaul Ram workman by the Divisional Forest Officer, Luhri, Tehsil Anni, District Kullu (H. P.) without complying the provisions of the Industrial Disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?”

जिमला-1, 10 मार्च, 2006

संख्या 11-2/86 (लैव0) आई0 डी0/05-बिलासपुर.— अधोहस्ताक्षरी को यह प्रतीत होता है कि Shri Parkash Chand s/o Shri Jai Ram, Village Seu, P. O. Naswal, Tehsil Ghumarwin, District Bilaspur (H. P.) Vs. Divisional Forest Officer Bilaspur, District Bilaspur (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है :

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा 12 की उप-धारा (5) के अधीन विचार करने के उपरान्त अधोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस मामले की उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है :—

“Whether the termination of services of Shri Parkash s/o Shri Jai Ram workman by the Divisional Forest Officer, Forest Division, Bilaspur (H. P.) w. e. f. 3-2-2000 without complying the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?”

जिमला-1, 10 मार्च, 2006

संख्या 11-2/86 (लैव0) आई0 डी0/05-बिलासपुर.— अधोहस्ताक्षरी को यह प्रतीत होता है कि Shri Rajesh Kumar s/o Shri Jai Ram Village Seu, P. O. Naswal, Tehsil Ghumarwin, District Bilaspur (H. P.) Vs. Divisional Forest Officer Bilaspur, District Bilaspur (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12 (4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा 12 की उप-धारा 5 के अधीन विचार करने के उपरान्त अधोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस मामले की उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिये भेजा जाता है :—

“Whether the termination of services of Shri Rajesh Kumar s/o Shri Jai Ram workman by the Divisional Forest Officer, Forest Division, Bilaspur, (H. P.) w. e. f. 12-3-2000 without complying the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workmen is entitled to?”

जिमला-1, 16 मार्च, 2006

संख्या 11-1/7 (लैव0) आई0 डी0/06-जोगिन्दरनगर.— अधोहस्ताक्षरी को यह प्रतीत होता है कि Shri Shiv Singh s/o Shri Devi Singh, c/o Shri N. L. Koundal, Legal Advisor, H. Q. Balakrupi, P. O. Jalpehar, Tehsil Joginder Nagar, District Mandi (H. P.) Vs. Additional Superintending Engineer, H.P.S.E.B. (E) Division, Joginder Nagar, District Mandi (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है;

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा 12 की उप-धारा (5) के अधीन विचार करने के उपरान्त अधोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस मामले की उक्त अधिनियम की धारा 7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है :—

“Whether the termination of services of Shri Shiv Singh s/o Shri Devi Singh, workman by the Additional Superintending Engineer, H.P.S.E.B. Electrical Division, Joginder Nagar, District Mandi, (H. P.) w. e. f. 25-3-1999 without complying the provisions of the Industrial Disputes Act, 1947 and clause 14 (2) of the Certified Standing orders of the board is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?”

जिमला-1, 16 मार्च, 2006

संख्या 11-2/93 (लैव0) आई0 डी0/06-परवाणू.— अधोहस्ताक्षरी को यह प्रतीत होता है कि Shri Baldev Sharma, House No. 1263, Kamla Nagar, Kalka, District Panchkulla, Haryana, (2) Shri Suresh Kumar Prashar, House No. 108, Parer Mohallha, Kalka, District Panchkulla, Haryana Vs. The Area Manager, Bata India Ltd, Bata whole Sale Depot, Plot No. 25, Sector-I, Parwanoo, District Solan (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त



अधिनियम की धारा 12 की उप-धारा 5 के अधीन विचार करने के उपरान्त अग्रोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अग्रोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा इस मामले को उक्त अधिनियम की धारा-7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है:—

“Whether the transfers of Shri Baldev Sharma, workman and transfers of Shri Suresh Kumar Prashar, workman from wholesale Depot, Bata India Limited, Plot No. 25, Sector-1, Parwanoo, District Solan (H. P.) to Tamil Naidoo and further non payment of wages to the aforesaid workmen contrary to the orders dated 5-8-2005 passed by the Hon'ble Civil Judge (Senior Division), Kasauli, District Solan (H. P.) and against the Rule No. 2-A Page-22 of Standing Orders & Rules Depot Employees of Bata India Limited, Calcutta is proper and justified? If not, for what relief of service benefits and compensation the above aggrieved workmen are entitled to?”

जिमला-1, 16 मार्च, 2006

संख्या 11-2/93 (लैब) आई० डी० 06/नालगढ़.—अग्रोहस्ताक्षरी को यह प्रतीत होता है कि (1) Shri Tarsem Lal/s/o Shri Bir Singh, Village Tikkar-Panoh, P. O. & Tehsil Nalagarh, District Solan (H. P.) (2) Shri Surinder Kumar s/o Shri Devi Ram, Village Tikkar-Panoh, P. O. & Tehsil Nalagarh District Solan (H. P.) (3) Shri Jagjeevan Dass s/o Shri Daya Kishan Sharma r/o Ward No.1 Khosiyanda, Nalagarh, District Solan (H. P.) Vs The Principal/Manager, Surendra Public School Nalagarh, District Solan, H. P. के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

यौर औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा 12 की उप-धारा 5 के अधीन विचार करने के उपरान्त अग्रोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अग्रोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उप-धारा (1)

के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा इस मामले को उक्त अधिनियम की धारा-7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है :—

“Whether the termination of services of (1) Shri Tarsem Lal s/o Shri Bir Singh (2) Shri Surender Kumar s/o Shri Devi Ram and Shri Jagjeevan Dass s/o Shri Daya Kishan workmen by the Principal/Manager, Surendra Public School, Nalagarh, District Solan (H. P.) w. e. f. 31-3-2001 as alleged by the workmen without complying the provisions of the Industrial Disputes Act, 1947 is proper and justified? if not, what relief of service benefits and amount of compensation the above aggrieved workmen are entitled to?”

जिमला-1, 16 मार्च, 2006

संख्या 11-1/86 (लैब) आई० डी० 06/नाहन. अग्रोहस्ताक्षरी को यह प्रतीत होता है कि Shri Arvind Jaswal s/o Shri Rupinder Jaswal, r/o Shamsherpur Cantt. Area Nahan, Tehsil Nahan, District Sirmour, (H. P.) and the Executive Engineer, I & P. H. Division, Nahan, District Sirmour (H. P.) के मध्य नीचे दिए गए विषय पर औद्योगिक विवाद है ;

और औद्योगिक विवाद अधिनियम, 1947 की धारा 12(4) के अधीन समझौता अधिकारी द्वारा प्रदत्त की गई रिपोर्ट पर उक्त अधिनियम की धारा-12 की उप-धारा (5) के अधीन विचार करने के उपरान्त अग्रोहस्ताक्षरी ने निर्णय लिया है कि मामला श्रम न्यायालय/औद्योगिक अधिकरण को अधिनियम के लिए भेजने योग्य है।

अतः हिमाचल प्रदेश सरकार द्वारा जारी अधिसूचना संख्या 19-8/89-श्रम (लूज), दिनांक 7 सितम्बर, 1992 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अग्रोहस्ताक्षरी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा-10 की उप-धारा (1) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा इस मामले को उक्त अधिनियम की धारा-7 के अधीन गठित श्रम न्यायालय/औद्योगिक अधिकरण, हिमाचल प्रदेश को नीचे व्याख्या किए गए विषय पर अधिनियम देने के लिए भेजा जाता है :—

“Whether the termination of services of Shri Arvind Jaswal s/o Shri Rupinder Jaswal workman by the Executive Engineer, I & P. H. Division, Nahan, District Sirmour (H. P.) w. e. f. 1-9-1999 without complying the provisions of the Industrial Disputes Act, 1947 is proper and justified? If not, what relief of service benefits and amount of compensation the above aggrieved workman is entitled to?”

हस्ताक्षरित/-  
श्रमायुक्त,  
हिमाचल प्रदेश।

भाग-4 स्थानीय स्वायत्त निकाय, म्युनिसिपल बोर्ड, डिस्ट्रिक्ट बोर्ड, मेट्रोकाईड और टाउन एरिया तथा पंचायती राज विभाग  
-शून्य-

#### भाग 5—व्यक्तिगत अधिसूचनाएं और ज्ञापन

य अदालत कार्यकारी दण्डाधिकारी, डलहौजी, जिला चम्बा, हिमाचल प्रदेश

श्री प्रवीण कुमार पुत्र श्री धर्म चन्द, निवासी वडाट्ट, परगना चूहन, तहसील डलहौजी, जिला चम्बा (हि० प्र०) प्राचीं।

वन न

आम जनता प्रसारयोग।

प्रार्थना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

उपरोक्त प्राचीं ने अग्रोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मग वान हल्की इस आशय से गुजारा है कि उसके पुत्र मोहित को जन्म तिथि 20-10-2000 है। लेकिन नाम पंचायत बनीबीन के रिकार्ड में दर्ज न है, जिसे दर्ज किया जावे।

इस सम्बन्ध में सर्वसाधारण को वजहिया इन्हें सूचित किया जाता है कि प्राचीं के पुत्र की जन्म तिथि आम पंचायत बनीबीन के रिकार्ड में दर्ज करने पर यदि किसी को कोई उजरत व एतराज हो तो वह दिनांक 10-4-2006 को अदालत या वकालत अदालत अग्रोहस्ताक्षरी आकर अपनी एतराज दर्ज करवा सकता है। हाजिर न आने की सूचना में जन्म तिथि दर्ज करने के आदेश दे दिए जाएंगे।

आज दिनांक 7-3-2006 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी,  
डलहौजी, जिला चम्बा (हि० प्र०)

ब अदालत कार्यकारी दण्डाधिकारी, इलहौजी, जिला चम्बा,  
हिमाचल प्रदेश

ब अदालत कार्यकारी दण्डाधिकारी, इलहौजी, जिला चम्बा,  
हिमाचल प्रदेश

श्री मणी राम पुत्र श्री छिंजो राम, निवासी सियुगत,  
परगना चूहन, तहसील इलहौजी, जिला चम्बा (हि0 प्र0)

श्रीमती जटो देवी पुत्र राम बई पत्नी श्री सोम राज, निवासी गौन  
बहेद, डाकघर बनीखेत, तहसील इलहौजी, हिमाचल प्रदेश

बनाम

बनाम

ग्राम जनता

प्रत्यार्थीगण ।

ग्राम जनता

प्रत्यार्थीगण ।

प्राथना-पत्र भू-राजस्व विभाग में नाम दर्हस्ती बारे ।

प्राथना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण  
अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्राथना-पत्र  
मय ब्यान हल्फी इस आशय से गुजारा है कि ग्राम पंचायत व  
सिचाई जन स्वास्थ्य विभाग में प्रार्थी का नाम मणी राम दर्ज है,  
जो सही है । लेकिन राजस्व विभाग के रिकार्ड में मोहिनी दर्ज  
है, जोकि गलत दर्ज है, जिसे दस्त किया जावे ।

उपरोक्त प्राथिया ने अधोहस्ताक्षरी की अदालत में प्राथना-पत्र  
मय ब्यान हल्फी इस आशय से गुजारा है कि उसके बेटे विजय  
कुमार की जन्म तिथि 15-8-2000 है, लेकिन ग्राम पंचायत के  
रिकार्ड में दर्ज न है, जिसे दर्ज किया जावे ।

इस सम्बन्ध में सर्वसाधारण को बजरिया इस्तहार सूचित  
किया जाता है कि प्रार्थी के नाम की दस्तूती बारे यदि किसी को  
कोई उजर व एतराज हो तो वह दिनांक 10-4-2006 को  
असालतन या बकालतन अदालत अधोहस्ताक्षरी आकर अपना  
एतराज दर्ज करवा सकता है । हाजिर न आने की सूरत में नाम  
दस्तूती के आदेश दे दिए जाएंगे ।

इस सम्बन्ध में सर्वसाधारण को बजरिया इस्तहार सूचित किया  
जाता है कि प्राथिया के पुत्र की जन्म तिथि ग्राम पंचायत के  
रिकार्ड में दर्ज करने पर यदि किसी को कोई उजर या एतराज  
हो तो वह दिनांक 10-4-2006 को असालतन या बकालतन  
अदालत अधोहस्ताक्षरी आकर अपना एतराज दर्ज करवा सकता है ।  
हाजिर न आने की सूरत में जन्म तिथि दर्ज करने के आदेश दे  
दिए जाएंगे ।

आज दिनांक 7-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
में जारी हुआ ।

आज दिनांक 7-3-2006 को मेरे हस्ताक्षर व अदालत मोहर  
में जारी हुआ ।

मोहर ।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी,  
इलहौजी, जिला चम्बा (हि0 प्र0) ।

मोहर ।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी, इलहौजी,  
जिला चम्बा, हिमाचल प्रदेश ।

ब अदालत कार्यकारी दण्डाधिकारी, इलहौजी, जिला चम्बा,  
हिमाचल प्रदेश

ब अदालत कार्यकारी दण्डाधिकारी, इलहौजी, जिला चम्बा,  
हिमाचल प्रदेश

श्री मनी राम पुत्र श्री छिंजो राम, निवासी सियुगत,  
परगना चूहन, तहसील इलहौजी, जिला चम्बा, हिमाचल प्रदेश  
प्रार्थी ।

श्री जगरनाथ पुत्र श्री गिरधारी लाल, निवासी बंसका, परगना  
चूहन, तहसील इलहौजी, जिला चम्बा, हिमाचल प्रदेश प्रार्थी ।

बनाम

बनाम

ग्राम जनता

प्रत्यार्थीगण ।

ग्राम जनता

प्रत्यार्थीगण ।

प्राथना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण  
अधिनियम, 1969.

प्राथना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण  
अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्राथना-पत्र  
मय ब्यान हल्फी इस आशय से गुजारा है कि उसके लड़के सचिन  
कुमार की जन्म तिथि 18-5-2000 है जोकि ग्राम पंचायत  
जियुन्ता के रिकार्ड में दर्ज न है, जिसे दर्ज किया जावे ।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्राथना-पत्र  
मय ब्यान हल्फी इस आशय से गुजारा है कि उसकी पुत्री आरत  
देवी की पैदाइश दिनांक 26-8-2000 है । लेकिन ग्राम पंचायत  
मोरन के रिकार्ड में दर्ज न है, जिसे दर्ज किया जावे ।

इस सम्बन्ध में सर्वसाधारण को बजरिया इस्तहार सूचित किया  
जाता है कि प्रार्थी के पुत्र की जन्म तिथि ग्राम पंचायत जियुन्ता  
के रिकार्ड में दर्ज करने पर यदि किसी को कोई उजर व एतराज  
हो तो वह दिनांक 10-4-2006 को असालतन या बकालतन  
अदालत अधोहस्ताक्षरी आकर अपना एतराज दर्ज करवा सकता है ।  
हाजिर न आने की सूरत में नाम व जन्म तिथि दर्ज करने के  
आदेश दे दिए जाएंगे ।

इस सम्बन्ध में सर्वसाधारण को बजरिया इस्तहार सूचित  
किया जाता है कि प्रार्थी की पुत्री की जन्म तिथि ग्राम पंचायत  
मोरन के रिकार्ड में दर्ज करने पर यदि किसी को कोई उजर  
एतराज हो तो वह दिनांक 10-4-2006 को असालतन या बकालतन  
अदालत अधोहस्ताक्षरी आकर अपना एतराज दर्ज करवा सकता है ।  
हाजिर न आने की सूरत में जन्म तिथि दर्ज करने के आदेश  
दिए जाएंगे ।

आज दिनांक 7-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
में जारी हुआ ।

आज दिनांक 8-3-2006 को मेरे हस्ताक्षर व अदालत मो  
में जारी हुआ ।

मोहर ।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी,  
इलहौजी, जिला चम्बा (हि0 प्र0) ।

मोहर ।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी, इलहौजी  
जिला चम्बा, हिमाचल प्रदेश

ब अदालत कार्यकारी दण्डाधिकारी, डलहौजी, जिला चम्बा,  
हिमाचल प्रदेश

ब अदालत श्री आर० पी० शांडिल्य, तहसीलदार एवं सहायक समाहर्ता,  
प्रथम श्रेणी, ज्वाली, जिला कांगड़ा, हिमाचल प्रदेश

श्री रणजीत सिंह पुत्र श्री किशन चन्द, निवासी गांव सोहर,  
तहसील डलहौजी, हिमाचल प्रदेश

सर्वश्री विणम्बर सिंह पुत्र फरंगी, 2. राम सिंह पुत्र आणू,  
निवासीगण मैरा, भोजा भरमाड, तहसील ज्वाली, जिला कांगड़ा,  
हिमाचल प्रदेश

बनाम

बनाम

ग्राम जनता

प्रत्यार्थीगण ।

सर्वसाधारण

प्रतिवादीगण ।

प्रार्थना-पत्र राजस्व विभाग में दर्हस्ती बारे ।

विषय.—तस्दीक इस्तकाल नं० 399, दिनांक 6-3-2006 मखफूद-  
उल-खबरी महान मैरा, भोजा भरमाड, तहसील ज्वाली ।

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना पत्र  
मय ध्यान हलकी इस आशय से गुजारा है कि प्रार्थी के पिता का  
सही नाम किशन चन्द है । लेकिन माल विभाग के रिकार्ड में किशन  
दर्ज है । जिसे दर्हस्त किया जावे ।

इस सम्बन्ध में, सर्वसाधारण को बजरिया इशतहार सूचित  
किया जाता है कि प्रार्थी के पिता के नाम की दर्हस्ती बारे यदि  
किसी को कोई उजर/एतराज हो तो वह दिनांक 10-4-2006 को  
असालतन या वकालतन अदालत अधोहस्ताक्षरी आकर अपना एतराज  
दर्ज करवा सकता है । हाजिर न आने की सूरत में नाम दर्हस्ती  
के आदेश दे दिए जाएंगे ।

आज दिनांक 8-3-2006 को मेरे हस्ताक्षर व अदालत मोहर  
से जारी हुआ ।

मोहर ।

हस्ताक्षर/-  
कार्यकारी दण्डाधिकारी, डलहौजी,  
जिला चम्बा, हिमाचल प्रदेश ।

उपरोक्त विषयगत सर्वश्री विणम्बर सिंह पुत्र फरंगी व श्री राम  
सिंह पुत्र श्री आणू, निवासीगण महान मैरा, भोजा भरमाड, तहसील  
ज्वाली के कथनानुसार श्री छांगा पुत्र श्री दीनत जो कि रिश्ते में उनका  
चाचा लगता है, काफी अरसा (30-35 वर्षों) से लापता है । इस  
दोहन उसकी जीवित रहने की कोई भी सूचना प्राप्त न हुई है  
और न ही वह घर वापिस आया है । जिसका इस्तकाल नं० 399  
मखफूद-उल-खबरी महान मैरा, भोजा भरमाड में दर्ज एवं जेर  
समाप्त है ।

अतः इस नोटिस द्वारा सर्वसाधारण को सूचित किया जाता  
है कि यदि किसी भी व्यक्ति को इस्तकाल उपरोक्त को तस्दीक  
करने बारे कोई उजर/एतराज हो तो वह दिनांक 7-4-2006 को  
प्रातः 10.00 बजे हाजिर अदालत होकर असालतन या वकालतन  
पेश कर सकता है अन्यथा एक पक्षीय कार्यवाही अभ्यन में लाई  
जाकर इस्तकाल वहक जायज बारसान तस्दीक कर दिया जाएगा  
तथा बाद में कोई भी उजर/एतराज काबिले समाप्त न होगा ।

आज दिनांक 7-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
से जारी किया गया ।

मोहर ।

आर० पी० शांडिल्य,  
तहसीलदार एवं सहायक समाहर्ता प्रथम श्रेणी,  
ज्वाली, जिला कांगड़ा (हि० प्र०) ।

ब अदालत श्री एन० आर० ठाकुर, नायब तहसीलदार एवं सहायक  
समाहर्ता द्वितीय श्रेणी, जयसिंहपुर, जिला कांगड़ा (हि० प्र०)

श्रीमती कान्ता देवी पत्नी श्री देव, निवासी गांव व डा० नेतरू,  
तहसील जयसिंहपुर, जिला कांगड़ा (हि० प्र०)

बनाम

मिसल नं०...

उनवान मुकद्दमा

तारीख पेशी

ग्राम जनता

प्रत्यार्थीगण ।

दर्हस्ती

7-4-2006.

प्रार्थना-पत्र नाम दर्हस्ती बारे ।

प्यारे लाल

बनाम

ग्राम जनता

श्रीमती कान्ता देवी पत्नी स्व० श्री देव, निवासी गांव व डा०  
नेतरू, तहसील जयसिंहपुर, जिला कांगड़ा, हिमाचल प्रदेश ने एक  
प्रार्थना-पत्र इस आशय से गुजारा है कि राजस्व विभाग के  
अभिलेख में उसके पति स्वर्गीय श्री देव की बजाय जफा राम दर्ज  
है, जो कि गलत दर्ज है, जिसे दर्हस्त किया जावे ।

श्री प्यारे लाल पुत्र श्री फुमण राम, निवासी मैरा, भोजा भरमाड,  
तहसील ज्वाली, जिला कांगड़ा (हि० प्र०) ।

इस सम्बन्ध में सर्वसाधारण को बजरिया इशतहार सूचित किया  
जाता है कि प्रार्थीया के पति श्री देव के नाम की दर्हस्ती बारे यदि  
किसी को कोई उजर/एतराज हो तो वह दिनांक 10-4-2006 को  
असालतन या वकालतन न्यायालय अधोहस्ताक्षरी आकर अपना एतराज  
दर्ज करवा सकता है । अन्यथा गैरहाजरी की सूरत में नाम दर्हस्ती  
के आदेश दे दिये जाएंगे ।

श्री प्यारे लाल पुत्र फुमण, निवासी मैरा, तहसील ज्वाली ने  
दर्हवास्त गुजारी है कि मेरे पिता का नाम पंचायत रिकार्ड में  
लक्षमण दास है तथा राजस्व रिकार्ड में फुमण दर्ज है । इसलिए  
महोदय से प्रार्थना है कि मेरे पिता का नाम राजस्व रिकार्ड में  
फुमण उर्फ लक्षमण करने की कृपा करें ।

आज दिनांक 28-2-2006 को मेरे हस्ताक्षर व मोहर अदालत  
से जारी हुआ ।

अतः इस इशतहार द्वारा ग्राम जनता को सूचित किया जाता है कि  
उक्त नाम की दर्हस्ती बारे यदि किसी को कोई एतराज हो तो वह  
असालतन या वकालतन न्यायालय में हाजिर आकर दिनांक 7-4-2006  
को अपना एतराज पेश कर सकता है । अन्यथा हाजिर न आने की सूरत  
में वादी के पिता के नाम दर्हस्ती के आदेश पारित कर दिये जाएंगे ।

आज दिनांक 16-2-2006 को हमारे हस्ताक्षर व मोहर अदालत से  
जारी हुआ ।

मोहर ।

एन० आर० ठाकुर,  
नायब तहसीलदार एवं सहायक समाहर्ता,  
द्वितीय श्रेणी जयसिंहपुर, जिला कांगड़ा ।

मोहर ।

आर० पी० शांडिल्य,  
तहसीलदार एवं सहायक समाहर्ता,  
प्रथम श्रेणी, ज्वाली, जिला कांगड़ा, हिमाचल प्रदेश ।

व प्रदातन श्री वी० वी० कपलिंग, कार्यकारी दण्डाधिकारी, कांगड़ा, जिला कांगड़ा, हिमाचल प्रदेश

ब अदालत श्री प्रकाश चन्द आजाद, नायब-तहसीलदार एवं कार्यकारी दण्डाधिकारी, पालमपुर, जिला कांगड़ा (हि० प्र०)

मुकद्दमा :—जन्म प्रमाण-पत्र बारे ।

केस नं० 15/NT-I/06.

तारीख पेशी : 13-4-06.

श्री भागेश्वर मनकोटिया बनाम ग्राम जनता ।

नरोत्तम चन्द बनाम सर्वसाधारण एवं ग्राम जनता।

दरखवास्त जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

प्रार्थना-पत्र अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

नोटिस बनाम ग्राम जनता ।

श्री भागेश्वर मनकोटिया पुत्र श्री गोवर्धन सिंह निवासी शमीरपुर ने इस न्यायालय में दरखवास्त दी है कि उसका लड़का अधिराज सिंह मनकोटिया का नाम म्युनिसिपल कमेटी, कांगड़ा में गलती से दर्ज न करवाया है और अब दर्ज किया जावे । उसके पुत्र का नाम अधिराज सिंह मनकोटिया है, जन्म तिथि 16-3-2003 तथा बच्चे का जन्म कांगड़ा में हुआ है ।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त बच्चे का नाम दर्ज होने में कोई आपत्ति हो तो वह दिनांक 6-4-2006 को सुबह 10.00 बजे स्वयं या वकालतन या वकालतन हाजिर आकर पेश कर सकता है । अन्यथा एक तरफा कार्यवाही प्रमल में लाई जाकर प्रमाण पत्र जारी करने के आदेश दे दिये जाएंगे ।

आज दिनांक 1-3-2006 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया ।

श्री नरोत्तम चन्द पुत्र श्री पसीटा राम, निवासी महाल रानी सिद्धपुर, मोजा विन्दावन, तहसील पालमपुर, जिला कांगड़ा (हि० प्र०) ने इस कार्यालय में प्रार्थना-पत्र दिया है कि उसके लड़के राजेश कटोच की मृत्यु 17-2-2005 को हुई है । मगर ग्राम पंचायत विन्दावन के अभिलेख में दर्ज नहीं है ।

अतः इस इशतहार हजा द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि इस बारे किसी व्यक्ति को कोई उजर या एतराज हो तो वह दिनांक 13-4-06 को सुबह 10 बजे असासतन व वकालतन हाजिर अदालत आकर प्रस्तुत कर सकता है । बाद गुजरने मिबाद कोई भी उजर या एतराज काबिले समायत न होगा तथा राजेश कटोच पुत्र श्री नरोत्तम चन्द की मृत्यु तिथि 17-2-2005 पंजीकरण करने के आदेश सम्बन्धित पंचायत को पारित कर दिए जाएंगे ।

आज दिनांक 16-3-2006 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ ।

मोहर ।

वी० वी० कपलिंग,  
कार्यकारी दण्डाधिकारी,  
कांगड़ा, जिला कांगड़ा ।

मोहर ।

प्रकाश चन्द आजाद,  
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
पालमपुर, जिला कांगड़ा, हिमाचल प्रदेश ।

ब अदालत श्री वी० वी० कपलिंग, कार्यकारी दण्डाधिकारी कांगड़ा जिला कांगड़ा, हिमाचल प्रदेश

ब अदालत श्री वी० एस० मिश्रा, नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप-तहसील कोटली, जिला मण्डी, हिमाचल प्रदेश

बमुकद्दमा :—जन्म प्रमाण-पत्र बारे ।

निलम

बनाम

ग्राम जनता

विनाश कुमार बनाम ग्राम जनता ।

दरखवास्त जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

दरखवास्त जेर धारा 13 (3) जन्म व मृत्यु पंजीकरण अधिनियम, 1969.

श्री विनाश कुमार पुत्र श्री जय चन्द, निवासी ललेहड़, तहसील कांगड़ा ने इस न्यायालय में दरखवास्त दी है कि उसका लड़का विजय कुमार का नाम ग्राम पंचायत वीरता, तहसील कांगड़ा में गलती से दर्ज न करवाया है और अब दर्ज किया जावे । उसके पुत्र का नाम विजय कुमार है, जन्म तिथि 7-11-99 तथा बच्चे का जन्म कांगड़ा में हुआ है ।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उपरोक्त बच्चे का नाम दर्ज होने में कोई आपत्ति हो तो वह दिनांक 6-4-2006 को सुबह 10.00 बजे स्वयं या वकालतन या वकालतन हाजिर आकर पेश कर सकता है अन्यथा एक तरफा कार्यवाही प्रमल में लाई जाकर प्रमाण-पत्र जारी करने के आदेश दे दिये जाएंगे ।

आज दिनांक 2-3-2006 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया ।

श्रीमती निलम पत्नी जीवन लाल, निवासी कुशमल, डाकघर सलेतर, उप-तहसील कोटली ने इस कार्यालय व न्यायालय में एक प्रार्थना-पत्र प्रस्तुत किया है । जिसमें आग्रह किया है कि प्राथिन के लड़के हितेश का जन्म 6-7-2005 को हुआ है परन्तु जन्म तिथि ग्राम पंचायत धम्यारा में दर्ज नहीं हुई है । जन्म पंजीकरण के आदेश दिये जावे ।

अतः ग्राम जनता को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को कोई उजर/एतराज हो तो वह दिनांक 6-4-2006 को सुबह 10.00 बजे या इसके पूर्व असासतन या वकालतन हाजिर होकर पेश करें । अन्यथा कार्यवाही एक तरफा प्रमल में लाई जायेगी ।

नोट एक प्रति इशतहार प्रा० पं० के नोटिस बोर्ड पर चस्पाई की गई ।

मोहर ।

वी० वी० कपलिंग,  
कार्यकारी दण्डाधिकारी,  
कांगड़ा, जिला कांगड़ा ।

मोहर ।

वी० एस० मिश्रा,  
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
उप-तहसील कोटली, जिला मण्डी (हि० प्र०) ।

कार्यालय तहसीलदार एवं कार्यकारी दण्डाधिकारी, जिलाई,  
जिला सिरमौर, हिमाचल प्रदेश

In the Court of Assistant Collector 1st Grade, Kasauli,  
District Solan, Himachal Pradesh.

श्री दिनेश पाण्डे पुत्र स्व० श्री बहादुर सिंह, निवासी कुमैगु, तहसील  
जिलाई, जिला सिरमौर (हि० प्र०)।

Case No. Date of Institution Date of Decision.  
12/IX of 2005 7-7-2005 Pending for 7-4-2006

बनाम

आम जनता

Sh. Dhyani Singh son of Shri Khyali Ram, resident of  
Vill. Kathyaru, P. O. Kanda via Dharampur, Teh.  
Kasauli, Distt. Solan (H.P.) .. Applicant.

Versus

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम,  
1969.

श्री दिनेश पाण्डे पुत्र स्व० श्री बहादुर सिंह ने इस अदालत में प्रार्थना-  
पत्र दिया है कि उसके पिता का नाम दिनेश पाण्डे पुत्र स्व० श्री बहादुर  
सिंह है परन्तु पंचायत रिकार्ड ग्राम पंचायत गली कोटी में उसके पिता का  
नाम दिनेश पाण्डे पुत्र बस्ती राम दर्ज किया गया है जो कि गलत  
है।

1. S/Sh. Kailash Chand s/o Kanshi Ram, resident  
of Vill. Kathyaru, P.O. Kanda via Dharampur, Teh.  
Kasauli, Distt. Solan, H.P., 2. Soma daughter of  
Kanshi Ram wife of Sohan Lal, resident of Vill. Johar  
Near Subathu, P.O. Subathu, Teh & Distt. Solan, H.P.,  
3. Shanti Devi daughter of Kanshi Ram wife of Saligram  
resident of Vill. Johar, P.O. Subathu, Teh & Distt. Solan,  
H.P., 4. Purni Devi widow of Kanshi Ram, resident  
of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt.  
Solan, H.P., 5. Brij Mohan Singh son of Ram Singh,  
resident of Vill. Kathyaru, P.O. Kanda, Tehsil Kasauli,  
Distt. Solan, H.P., 6. Mohan Singh son of Atma Ram,  
resident of Vill. Kanda, P.O. Kanda, Teh. Kasauli, Distt.  
Solan, H.P., 7. Paras Ram son of Sobha Ram, resident  
of Vill. & P.O. Kanda, Tehsil Kasauli, Distt. Solan,  
H.P., 8. Lekh Ram, 9. Raj Kumar both sons of  
Devi Dayal & resident of Vill. & P. O. Kanda, Teh.  
Kasauli, Distt. Solan, H.P., 10. Khemi daughter of  
Devi Dayal, resident of Vill. Galanag, P.O. Galanag,  
Teh & Distt. Solan, H.P., 11. Nanki widow of Devi  
Dayal, resident of Vill. & P.O. Kanda, Teh. Kasauli,  
Distt. Solan, H.P., 12. Bali daughter of Tunto wife of  
Kundan Lal, resident of Vill. Satiyana, P.O. Garkhal,  
Teh. Kasauli, Distt. Solan, H.P., 13. Harnam Devi  
alias Ram Dei daughter of Tunto wife of Rordal Ram,  
resident of Vill. Badoh, P.O. Jagit Nagar, Teh. Kasauli,  
Distt. Solan, H.P., 14. Satya daughter of Jeet Ram wife  
of Lekh Ram, resident of Vill. & P.O. Kanda, Teh.  
Kasauli, Distt. Solan, H.P., 15. Sundram Singh, 16.  
Gopal Singh both sons of Narain Dutt & both resident  
of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt.  
Solan, H.P., 17. Asha Devi daughter of Narain Dutt  
wife of Amar Singh, resident of V & P.O. Galanag, Teh.  
& Distt. Solan, H.P., 18. Sandhya Devi daughter of  
Narain Dutt wife of Raj Kumar resident of Vill. & P.O.  
Oachghat, Teh. & Distt. Solan, H.P., 19. Meera Devi  
daughter of Narain Dutt wife of Lekh Raj, resident of Plot  
No. 203, Vikasnagar, Near Workshop, Yamuna Nagar  
(Haryana), 20. Kamlesh daughter of Narain Dutt  
wife of Gian Chand, resident of Vill. & P.O. Basal, Teh.  
& Distt. Solan H.P., 21. Tadha daughter of Narain  
Dutt wife of Narinder Singh Thakur, resident of H. No.  
989, Kamla Nagar, Ram Bagh, Kalka, Distt. Panchkula  
(Haryana), 22. Lata Devi daughter of Narain Dutt  
c/o Sundram Singh, resident of Vill. Kathyaru, P.O.  
Kanda, Teh. Kasauli, Distt. Solan, H.P., 23. Parkash  
widow of Narain Dutt, resident of Vill. Kathyaru, P.O.  
Kanda, Teh. Kasauli, Distt. Solan, H.P., 24. Om  
Parkash, 25. Ved Parkash, 26. Som Parkash all  
sons of Sh. Tula Ram & resident of Vill. & P.O.  
Kanda, Teh. Kasauli, Distt. Solan, H.P., 27. Mehar  
Singh, 28. Dila Ram both sons of Chet Ram & resi-  
dent of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt.  
Solan, H.P., 29. Maina Devi daughter of Sh. Kahayali  
Ram wife of Rattan Singh, resident of Vill. Laghech,  
P.O. Kumarhatti, Teh. & Distt. Solan, H.P., 30. Sita  
Devi daughter of Khayali Ram wife of Duni Chand resi-  
dent of Vill. Dhali, P.O. Kanda, Tehsil Kasauli, Distt  
Solan H.P., 31. Nirmala Devi daughter of Khayali Ram  
wife of Baldev Singh resident of Vill. & P.O. Chhausa,  
Teh. Kandaghat, Distt. Solan, H.P., 32. Sheela Devi  
daughter of Khayali Ram wife of Jai Pal resident of Vill.  
Pao, P.O. Chhausa, Teh. Kandaghat, Distt. Solan, H.P.,  
33. Kirpa Ram son of Bala Ram resident of Vill. Kanda,  
P. O. Kanda, Teh. Kasauli, Distt. Solan, H.P.,  
34. Nek Ram son of Bala Ram resident of V. & P.O.  
Kanda, Teh. Kasauli, Distt. Solan, H.P., 35. Tara  
Chand son of Het Ram, resident of Vill. Noli, P.O. Kot,  
Teh. Kasauli, Distt. Solan, H.P., 36. Khem Chand son

अतः सर्व साधारण को इस इशतहार द्वारा सूचित किया जाता है  
कि यदि इस बारे किसी व्यक्ति को कोई एतराज हो तो वह दिनांक  
10-4-2006 को इस कार्यालय व अदालत हुआ स्थित जिलाई में  
असालतन या वकालतन हाजिर आकर अपनी स्थिति/एतराज प्रस्तुत  
कर सकता है। निश्चित तिथि पर कोई एतराज प्राप्त न होने की  
सुरत में प्रार्थना-पत्र दिनेश पाण्डे पुत्र स्व० श्री बहादुर सिंह पर  
नियमानुसार कार्यवाही कर दी जाएगी।

आज दिनांक 3-3-2006 को मेरे हस्ताक्षर व मोहर अदालत द्वारा  
जारी किया गया।

मोहर।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी,  
जिलाई, जिला सिरमौर, हिमाचल प्रदेश।

व अदालत श्री रोहित जमवाल, उप-मण्डल मैजिस्ट्रेट, प्रकी,  
जिला सोलन, हिमाचल प्रदेश

श्री सुभाष चन्द सुपुत्र श्री रती राम, निवासी ग्राम हाटकोट,  
डाकघर कुनिहार, तहसील प्रकी, जिला सोलन, हिमाचल प्रदेश

बनाम

आम जनता

.. प्रतिवादी।

प्रार्थना-पत्र जेर धारा 13(3) जन्म व मृत्यु पंजीकरण  
अधिनियम, 1969.

प्रार्थी उपरोक्त ने इस अदालत में प्रार्थना-पत्र दिया है कि  
उसकी जन्म तिथि पंचायत रजिस्टर में 1967 लिखि गई है जो कि  
गलत है। उसका अग्रना जन्म दिनांक 27-3-1979 को हुआ है जो  
कि सही है। लेकिन ग्राम पंचायत के अभिलेख में उसकी जन्म तिथि  
गलत दर्ज है। अब सही दर्ज किए जाने के आदेश जारी किए  
जाने हैं।

अतः इस इशतहार राजपत्र हिमाचल प्रदेश द्वारा आम जनता  
को सूचित किया जाता है कि इस बारे किसी व्यक्ति को कोई  
उजर व एतराज हो तो वह दिनांक 12-4-2006 को प्रातः  
10.00 बजे असालतन या वकालतन उपस्थित आ कर प्रस्तुत  
कर सकता है। बाद गुजरने मियाद कोई भी उजर या एतराज  
समाप्त न होगा तथा सुभाष चन्द की सही जन्म तिथि पंचायत अभिलेख  
में दर्ज करने के आदेश पारित कर दिए जाएंगे।

आज दिनांक 10-3-2006 को हमारे हस्ताक्षर व मोहर अदालत  
से जारी हुआ।

मोहर।

रोहित जमवाल,  
उप-मण्डल मैजिस्ट्रेट,  
प्रकी, जिला सोलन, हिमाचल प्रदेश।

of Hei. Ram, resident of Vill. Noti, P.O. Kot, Teh. Kasauli, Distt. Solan, (H.P.) ... Respondents.

*Application for partition of land of Village Hudang, Pargana Lachhrang, Tehsil Kasauli, Distt Solan (H.P.).*

Shri Dhyani Singh son of Shri Khayali Ram, resident of Village Kathyaru, P.O. Kanda via Dharampur, Tehsil Kasauli, District Solan, H.P. has filed an application for the partition of joint land comprised in Khata/Khatauni No. 16/32, Kita 10, area measuring 9-11 bighas & Khata-Khatauni No. 16/33, Khasra No. 71, area measuring 0-9 bigha, total Kita-11 area measuring 10.00 bighas situated at Mauza Hurang, Pargana Lachhrang, Teh. Kasauli, District Solan, H.P. before the undersigned.

2. Whereas in the above mentioned case of the partition the respondent No. 22 namely Smt. Lata Devi daughter of Shri Narain Dutt was summoned but she is not being served through ordinary process of service. Therefore the respondent No. 22 is hereby informed through this proclamation that the next date of hearing in the noted case has been fixed for 7-4-2006 and she is required to appear in this court at 10 A.M. on 7-4-2006 to represent her case herself or through her duly authorised agent failing which she will be proceeded *ex parte*.

Given under my hand and the seal of the court this 20th day of February, 2006.

Seal. PARTAP SINGH,  
Assistant Collector 1st Grade,  
Kasauli, Distt. Solan, Himachal Pradesh.

In the Court of Assistant Collector 1st Grade, Kasauli  
District Solan (H.P.)

Case No.	Date of Institution	Date of Decision
11/9 of 2005	7-7-2005	Pending for 7-4-2006

Shri Dhyani Singh son of Shri Khayali Ram, resident of Vill. Kathyaru, P.O. Kanda via Dharampur, Tehsil Kasauli, Distt. Solan (H.P.) ... Applicant.

*Versus*

1. S/Shr./Smt. Kailash Chand son of Kanshi Ram, Resident of Vill. Kathyaru, Tehsil Kasauli, Distt. Solan H.P. 2. Soma daughter of Kanshi Ram wife of Sohan Lal, resident of Vill. Johar near Subathu, P.O. Subathu, Teh. & Distt. Solan H.P. 3. Shanti Devi daughter of Kanshi Ram wife of Salig Ram resident of Vill. Johar, P.O. Subathu, Teh. & Distt. Solan, H.P. 4. Purni Devi widow of Kanshi Ram resident of Vill. Kathyaru, P.O. Kanda, via Dharampur, Teh. Kasauli, Distt. Solan H.P. 5. Brij Mohan Singh son of Ram Singh resident of Vill. Kathyaru, P.O. Kanda, via Dharampur, Tehsil Kasauli, Distt. Solan. 6. Mohan Singh son of Ama Ram resident of Vill. Kanda, P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 7. Masat Ram son of Shobha Ram, resident of Vill & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 8. Paras Ram son of Shobha Ram resident of Vill & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 9. Shri Lekh Ram. 10. Raj Kumar both sons of Devi Dayal resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 11. Khemi daughter of Devi Dayal R.O V&P.O. Galang, Distt. Solan. 12. Nanaki widow of Devi Dayal resident of Vill & P.O. Kanda, Tehsil Kasauli, Distt. Solan H.P. 13. Bali daughter of Tunto, wife of Kundan Lal resident of Vill. Satiyana, P.O. Garkhal, Tehsil Kasauli, Distt. Solan H.P. 14. Smt Satya daughter of Jeet Ram wife of Lekh Ram resident of vill & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 15. Sundram Singh, 16. Gopal Singh both sons of Narain Dutt, both resident of Vill. Kathyaru, P.O. Kanda via Dharampur, Teh. Kasauli,

Distt. Solan H.P. 17. Asha Devi daughter of Narain Dutt wife of Amar Singh resident of Vill. & P.O. Galang, Teh. & Distt. Solan H.P. 18. Sandhya Devi daughter of Narain Dutt wife of Raj Kumar resident of Village & P.O. Oachghat, Tehsil & Distt. Solan H.P. 19. Meera Devi daughter of Narain Dutt, wife of Lekh Raj, resident of Plot No. 203, Vakasnagar, Near workshop Yamuna Nagar (Haryana). 20. Kamlesh daughter of Narain Dutt wife of Gian Chand resident of Vill. & P.O. Basal, Teh. & Distt. Solan H.P. 21. Radha daughter of Narain Dutt wife of Narinder Singh Thakur resident of H. No. 989, Kamla Nagar, Ram Bigh, Kalka, Distt. Panchkula (Haryana). 22. Lata Devi daughter of Shri Narain Dutt, c/o Sundram Singh resident of Village Kathyaru, P.O. Kanda, Tehsil Kasauli, District Solan H.P. 23. Parkasho widow of Narain Dutt, resident of Village Kathyaru, P.O. Kanda, Tehsil Kasauli, District Solan H.P. 24. Om Parkash, 25. Ved Parkash, 26. Som Parkash all sons of Shri Tula Ram resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 27. Mehar Singh, 28. Dila Ram both sons of Chet Ram & resident of Vill Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 29. Meena Devi daughter of Khayali Ram wife of Rattan Singh, resident of Vill. Laghech, P.O. Kumarhatti, Teh. & Distt. Solan H.P. 30. Sita Devi daughter of Khayali Ram wife of Duni Chand resident of Vill. Dhali, P.O. Kanda, Tehsil Kasauli, Distt. Solan H.P. 31. Nirmala Devi daughter of Khayali Ram wife of Bakdev Singh resident of Vill. & P.O. Chhausa, Tehsil Kandaghat, Distt. Solan H.P. 32. Sheela Devi daughter of Khayali Ram wife of Jai Pal resident of Vill. Pao, P.O. Chhausa, Teh. Kandaghat, Distt. Solan H.P. 33. The Manager, Durga Nagar, Kotiwala, Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. ... Respondents.

*Application for partition of land of Village Kathyaru, Tehsil Kasauli, District Solan (H.P.)*

Shri Dhyani Singh son of Shri Khayali Ram resident of Village Kathyaru, P.O. Kanda via Dharampur, Tehsil Kasauli, District Solan, H.P. has filed an application for the partition of joint land comprised in Khata/Khatauni No. 11 to 1/4, Kita-63, area measuring 182-18 bighas situated at Village Kathyaru, Pargana Lachhrang, Tehsil Kasauli, District Solan H.P. before the undersigned.

2. Whereas in the above mentioned case of the partition the respondent No. 22 namely Smt. Lata Devi d/o Shri Narain Dutt was summoned but she is not being served through ordinary process of service. Therefore the respondent No. 22 is hereby informed through this proclamation that the next date of hearing in the above noted case has been fixed for 07-04-2006 and she is required to appear in this court at 10 A.M. on 07-04-2006 to represent her case herself or through her duly authorised agent failing which she will be proceeded *ex parte*.

Given under my hand and the seal of the court this 20th day of February, 2006.

Seal. PARTAP SINGH,  
Assistant Collector 1st Grade,  
Kasauli, District Solan (H.P.)

In the Court of Assistant Collector 1st Grade, Kasauli  
District Solan, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
13/IX of 2005	7-7-2005	Pending for 7-4-2006

Shri Dhyani Singh son of Shri Khayali Ram, resident of Village Kathyaru, P.O. Kanda via Dharampur, Tehsil Kasauli, District Solan H.P. ... Applicant.

*Versus*

1. S/Shri Kailash Chand son of Shri Kanshi Ram resident of Vill. Kathyaru, P.O. Kanda via



Dharampur Tehsil Kasauli, Distt. Solan H. P. 2. Soma daughter of Kanshi Ram wife of Sohan Lal resident of Vill. Johar, Near Subathu, P.O. Subathu, Teh. & Distt. Solan, H.P. 3. Shanti Devi daughter of Kanshi Ram wife of Sahigram, resident of Vill. Johar, P.O. Subathu, Teh. & Distt. Solan, H.P. 4. Purni Devi widow of Kanshi Ram, resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 5. Brij Mohan Singh s/o Ram Singh, resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 6. Mohan Singh son of Atma Ram resident of Vill. Kanda, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 7. Masat Ram son of Shobha Ram, resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 8. Paras Ram son of Shobha Ram, resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 9. Lekh Ram, 10. Raj Kumar both sons of Devidayal & resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 11. Kheari daughter of Devi Dayal, resident of Vill. Galanag, P.O. Galanag, Teh. & Distt. Solan, H.P. 12. Nanaki widow of Devi Dayal, resident of Vill. & P.O. Kanda, Tehsil Kasauli, Distt. Solan, H.P. 13. Harnam Devi alias Ram Dei daughter of Tunto wife of Rodal Ram, resident of Vill. Badoh, P.O. Jagjit Nagar, Teh. Kasauli, Distt. Solan, H.P. 14. Satya daughter of Jeet Ram wife of Lekh Ram, resident of Vill. & P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 15. Sundram Singh, 16. Gopal Singh both sons of Narain Dutt & resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 17. Asha Devi daughter of Narain Dutt wife of Amar Singh, resident of Vill. & P.O. Galanag, Teh. & Distt. Solan, H.P. 18. Sandhya Devi daughter of Narain Dutt wife of Raj Kumar, resident of Vill. & P.O. Oachghat, Teh. & Distt. Solan, H.P. 19. Meera Devi daughter of Narain Dutt wife of Lekh Raj, resident of Plot No. 203, Mikasnagar, Near Workshop, Yamunanagar (Haryana). 20. Kamlesh daughter of Narain Dutt wife of Gian Chand, resident of Vill. & P.O. Basal, Tehsil & Distt. Solan, H.P. 21. Radha daughter of Narain Dutt wife of Narinder Singh Thakur resident of H. No. 989, Kamla Nagar, Ram Bagh, Kalka, Distt. Panchkula (Haryana). 22. Lata Devi daughter of Narain Dutt C/o Sundram Singh, resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 23. Parkasho widow of Narain Dutt, resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 24. Om Parkash 25. Ved Parkash, 26. Som Parkash all sons of Tula Ram, & resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan, H.P. 27. Mehar Singh 28. Dila Ram both sons of Chet Ram & resident of Vill. Kathyaru, P.O. Kanda, Teh. Kasauli, Distt. Solan H.P. 29. Maina Devi, daughter of Khayali Ram wife of Rattan Singh, resident of Vill. Laghech, P.O. Kumarhatti, Teh. & Distt. Solan, H.P. 30. Sita Devi daughter of Khayali Ram wife of Duni Chand, resident of Vill. Dhali, P.O. Kanda, Tehsil Kasauli, Distt. Solan, H.P. 31. Nirmala Devi daughter of Khayali Ram wife of Baldev Singh, resident of Vill. & P.O. Chhausa, Tehsil Kandaghat, Distt. Solan, H.P. 32. Sheela Devi daughter of Khayali Ram, wife of Jai Pal, resident of Vill. Pao, P.O. Chhausa, Teh. Kandaghat, Distt. Solan, H.P. Respondents.

*Application for partition of land of Village Kanda, Pargana Lachhrang, Tehsil Kasauli, Distt. Solan, H. P.*

Shri Dhyan Singh son of Shri Khayali Ram, resident of Village Kathyaru, P.O. Kanda via Dharampur, Tehsil Kasauli, District Solan, H. P. has filed an application for the partition of joint land comprised in Khata/Khatauni No. 1/1, Kita-43, area measuring 153-04 bighas, situated at Mauza Kanda, Pargana Lachhrang, Tehsil Kasauli, District Solan, H.P. before the undersigned.

2. Whereas in the above mentioned case of the partition the respondent No. 22 namely Smt. Lata Devi daughter of Shri Narain Dutt was summoned but she is not being served through ordinary process of service. Therefore the respondent No. 22 is hereby informed through this proclamation that the next date of hearing in the above noted case has been fixed for 07-04-2006 and she is required to appear in this court at 10 A.M. on

07-04-2006 to represent her case herself or through her duly authorised agent failing which she will be proceeded *ex parte*.

Given under my hand and seal of the court this 20th day of February, 2006.

Seal.

PARTAP SINGH,  
Assistant Collector 1st Grade,  
Kasauli, District Solan (H. P.).

ब अदालत श्री विद्याधर नेगी, कार्यकारी दण्डाधिकारी, कण्डाघाट, जिला सोलन, हिमाचल प्रदेश

श्री राजेन्द्र कुमार पुत्र श्री दीप राम, निवासी ग्राम बकसू, तहसील कण्डाघाट, जिला सोलन, हिमाचल प्रदेश वादी ।

यनाम

जनरल पब्लिक (सर्व माधारण)

प्रतिवादी ।

प्राथना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम 1969 के अन्तर्गत जन्म तिथि दर्ज करने वाले ।

श्री राजेन्द्र कुमार पुत्र श्री दीप राम, निवासी ग्राम बकसू, तहसील कण्डाघाट, जिला सोलन, हिमाचल प्रदेश ने इस न्यायालय में जपय-पत्र सहित प्राथना-पत्र दिया है कि उसकी पुत्री कुमारी शिवानी की जन्म तिथि 27-1-2001 है जिसका जन्म बकसू गांव में हुआ है लेकिन जन्म तिथि समय पर ग्राम पंचायत ममलीग के अभिलेख में दर्ज नहीं करवाई जा सकी है । अब दर्ज करने के आदेश जारी किये जायें ।

अतः इस इस्तहार द्वारा सर्वमाधारण एवं ग्राम जनता को सूचित किया जाता है कि यदि किसी को इस बारे कोई उजर या एतराज हो तो वह दिनांक 12-4-2006 को प्रातः 10.00 बजे या इससे पूर्व किसी भी कार्य दिवस के दिन असाततन या बकालतन हाजिर अदालत आकर एतराज पेश कर सकता है अन्यथा अदम हाजरी में कार्यवाही एवं तरफा अमल में लाई जायेगी और उपरोक्त कुमारी शिवानी का नाम एवं जन्म तिथि सम्बन्धित के रजिस्ट्रार जन्म एवं मृत्यु को दर्ज करने के आदेश जारी कर दिये जावेंगे ।

आज दिनांक 4-3-2006 को हमारे हस्ताक्षर व मोहर अदालत में जारी किया गया ।

मोहर ।

विद्याधर नेगी,  
कार्यकारी दण्डाधिकारी,  
कण्डाघाट, जिला सोलन (हि0प्र0) ।

ब अदालत श्री जय किशन, नायब-तहसीलदार एवं कार्यकारी दण्डाधिकारी, रामनहर, जिला सोलन, हिमाचल प्रदेश

श्री भूरे लाल

बनाम

ग्राम जनता

प्राथना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

नोटिस बनाम ग्राम जनता ।

श्री भूरे लाल पुत्र श्री दुर्गा राम, निवासी खरपाणा, डाकघर नण्ड, उप-तहसील रामनहर, जिला सोलन ने इस अदालत में प्राथना-पत्र मय न्याय हल्फी दिया है कि उसके पुत्र बलदेव कुमार का जन्म गांव खरपाणा में दिनांक 2-4-1997 को हुआ था परन्तु इस बारे पंचायत के रिकार्ड में पंजीकरण नहीं करवाया जा सका । अब पंजीकरण करने के आदेश दिए जावें ।

अतः इस नोटिस के माध्यम में सर्वमाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त जन्म के पंजीकरण बारे कोई उजर/एतराज हो तो वह दिनांक 10-4-2006 को सुबह 10.00 बजे अथवा तहसीलदारी के समक्ष अदालतन बकालतन हाजिर आकर पेश कर सकता है अन्यथा उपरोक्त का पंजीकरण करने के आदेश दे दिए जायेंगे ।

आज दिनांक 10-3-2006 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। जय किशन,  
नायब-नहसीलदार एवं कार्यकारी दण्डाधिकारी,  
रामनगर, जिला सोलन (हि0 प्र0)।

ब अदालत श्री सुभाष नन्दा (हि0 प्र0 से0), उप-मण्डलाधिकारी (ना0),  
ग्राम्ब, जिला ऊना (हि0 प्र0)

श्रीमती प्रकाश देवी विधवा श्री रघवीर सिंह पुत्र श्री बेली राम,  
निवासी भरवाडी, नहसील ग्राम्ब, जिला ऊना (हि0 प्र0)।

बनाम

ग्राम जनता

प्रार्थना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण अधि-  
नियम, 1969.

श्रीमती प्रकाश देवी विधवा श्री रघवीर सिंह पुत्र श्री बेली राम,  
निवासी भरवाडी ने इस अदालत में प्रार्थना-पत्र गुजारा है कि उसके दोहते  
का नाम प्रस पुत्र श्री सुरिन्द सिंह का जन्म दिनांक 14-9-2002 को  
हुआ था परन्तु अज्ञाततावश वह उसकी जन्म तिथि ग्राम पंचायत  
भरवाडी के रिकार्ड में दर्ज नहीं करा सकी है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है  
कि यदि इस बारे किसी को कोई एतराज हो तो वह दिनांक  
10-4-2006 को असालतन या बकालतन प्रातः 10.00 बजे हाजिर  
होकर अपना एतराज पेश कर सकता है। निर्धारित अवधि के पश्चात्  
कोई आपत्ति प्राप्त न होने पर प्रार्थना-पत्र श्रीमती प्रकाश देवी पर  
नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 9-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
से जारी हुआ।

मोहर। सुभाष नन्दा,  
उप-मण्डलाधिकारी (ना0),  
ग्राम्ब, जिला ऊना (हि0 प्र0)।

ब अदालत श्री सुभाष नन्दा (हि0 प्र0 से0), उप-मण्डलाधिकारी (ना0),  
ग्राम्ब, जिला ऊना (हि0 प्र0)

श्री जल्की राम पुत्र श्री रत सिंह, निवासी ग्रम्बोटा, नहसील  
ग्राम्ब, जिला ऊना (हि0 प्र0)।

बनाम

ग्राम जनता

प्रार्थना-पत्र जेर धारा 13 (3) जन्म एवं मृत्यु पंजीकरण  
अधिनियम, 1969.

श्री जल्की राम पुत्र श्री रत सिंह, निवासी ग्रम्बोटा ने इस अदालत  
में एक प्रार्थना-पत्र गुजारा है कि उसकी पोत्री रितिका पुत्री श्री रंगल  
सिंह का जन्म दिनांक 31-7-2001 को हुआ था परन्तु अज्ञाततावश  
वह उसकी जन्म तिथि ग्राम पंचायत ग्रम्बोटा के रिकार्ड में दर्ज नहीं  
करा सका है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है  
कि यदि इस बारे किसी को कोई एतराज हो तो वह दिनांक  
10-4-2006 को असालतन या बकालतन प्रातः 10.00 बजे  
हाजिर होकर अपना एतराज पेश कर सकता है। निर्धारित अवधि  
के पश्चात् कोई आपत्ति प्राप्त न होने पर प्रार्थना-पत्र श्री जल्की  
राम पर नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 9-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
से जारी हुआ।

मोहर। सुभाष नन्दा,  
उप-मण्डलाधिकारी (ना0),  
ग्राम्ब, जिला ऊना, हिमाचल प्रदेश।

ब अदालत श्री सुभाष नन्दा (हि0 प्र0 से0), उप-मण्डलाधिकारी,  
(ना0) ग्राम्ब, जिला ऊना (हि0 प्र0)

श्री सतीश कुमार पुत्र श्री मलू राम, निवासी दियाडा, नहसील  
ग्राम्ब, जिला ऊना, हिमाचल प्रदेश।

बनाम

ग्राम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण  
अधिनियम, 1969.

श्री सतीश कुमार पुत्र श्री मलू राम, निवासी दियाडा ने इस  
अदालत में प्रार्थना-पत्र गुजारा है कि उसकी लड़की नेहा रानी पुत्री  
श्री सतीश कुमार का जन्म दिनांक 2-5-2002 को हुआ था परन्तु  
अज्ञाततावश वह उसकी जन्म तिथि ग्राम पंचायत दियाडा के रिकार्ड  
में दर्ज नहीं करा सका है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता  
है कि यदि इस बारे किसी को कोई एतराज हो तो वह दिनांक  
10-4-2006 को असालतन या बकालतन प्रातः 10.00 बजे हाजिर  
होकर अपना एतराज पेश कर सकता है। निर्धारित अवधि  
के पश्चात् कोई आपत्ति प्राप्त न होने पर प्रार्थना-पत्र श्री सतीश  
कुमार पर नियमानुसार कार्यवाही की जाएगी।

आज दिनांक 9-3-2006 को मेरे हस्ताक्षर व मोहर अदालत  
से जारी हुआ।

मोहर। सुभाष नन्दा,  
उप-मण्डलाधिकारी (ना0),  
ग्राम्ब, जिला ऊना, हिमाचल प्रदेश।

#### CORRECTION SLIP

I, Layak Ram s/o Shri Ram Kishan, r/o Village Bankua, Tehsil Paonta Sahib, District Sirmaur (H. P.) do hereby solemnly affirm and declare that my date of birth in School Leaving Certificate is 10th January, 1969 which is correct and in the Panchayat record it is 26-6-1968 which may be corrected as 10th January, 1969.

LAYAK RAM  
S/o Shri Ram Kishan, r/o Village Bankua,  
Tehsil Paonta Sahib, District Sirmaur (H. P.).

भाग 6—भारतीय राजपत्र इत्यादि में से पुनः प्रकाशन

—शून्य—

भाग 7 —भारतीय निर्वाचन आयोग (Election Commission of India) की वेबसाईट अधिसूचनाएं तथा ग्रन्थ  
निर्वाचन सम्बन्धी अधिसूचनाएं

—शून्य—

अनुपूरक

—शून्य—